



FLUVANNA COUNTY BOARD OF SUPERVISORS

BUDGET ADOPTION MEETING AGENDA

Morris Room, Fluvanna County Administration Building

April 15, 2020, 7:00 pm

TAB	AGENDA ITEMS
	1 - CALL TO ORDER
	2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
	3 – ADOPTION OF AGENDA
	4 – COUNTY ADMINISTRATOR’S REPORT
	5 – PUBLIC COMMENTS #1 (5 minutes each)
	6 – PUBLIC HEARING
A	FY20 Zion Crossroads Water & Sewer System Budget – Liz Mclver, Management Analyst
	7 – ACTION MATTERS
D	Contract Agent For Voluntary Benefits – Cyndi Toler, Purchasing Officer
	7A – APPOINTMENTS
	8 – PRESENTATIONS (normally not to exceed 10 minutes each)
	9 – CONSENT AGENDA
E	Minutes of April 1, 2020 – Caitlin Solis, Clerk to the Board
F	Accounts Payable Report for March 2020 – Liz Mclver, Management Analyst
G	FY20 Sheriff Department Insurance Claim – 2016 Ford Taurus VIN#8348 – Liz Mclver, Management Analyst
H	Zion Crossroads Water & Sewer System Project Agreement #17 – Cyndi Toler, Purchasing Officer
I	Zion Crossroads Water & Sewer System Project Agreement #18 – Cyndi Toler, Purchasing Officer
J	Zion Crossroads Water & Sewer System Project Agreement #19 – Cyndi Toler, Purchasing Officer
K	Zion Crossroads Water & Sewer System Project Agreement #20 – Cyndi Toler, Purchasing Officer
L	CRMF - Treasurer's Office Emergency Roof Repairs – Dale Critzer, Assistant Director of Public Works
M	Building Official Hiring Salary – Jessica Rice, HR Manager
	10 – UNFINISHED BUSINESS
	TBD
	11 – NEW BUSINESS
	TBD
	12 – PUBLIC COMMENTS #2 (5 minutes each)
	13 – CLOSED MEETING
	TBD

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County Administrator Review

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

PLEDGE OF ALLEGIANCE

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

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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

TAB A

MEETING DATE:	April 15,2020				
AGENDA TITLE:	FY20 Zion Crossroads Water & Sewer System Budget				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$2,750,000 in revenue and expenditures, effective April 15, 2020 from Unassigned Fund Balance to the FY20 Zion Crossroads Water & Sewer Enterprise Fund Budget.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Liz Mclver, Management Analyst				
PRESENTER(S):	Liz Mclver, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective, as stated in the motion above				
DISCUSSION:	<ul style="list-style-type: none"> • Remaining funds in the Zion Crossroads SNAP account -- \$1,064,461 • Outstanding obligated contracts as of April 7, 2020 -- \$2,573,902 • Current anticipated additional cost -- \$154,470 • Current shortfall of funds available -- \$1,663,911 • A budget transfer of \$2,750,000 in revenue and expenditures, effective April 15, 2020 from Unassigned Fund Balance to the FY20 Zion Crossroads Water & Sewer Enterprise Fund Budget is necessary to cover current outstanding obligations and fund a contingency for additional cost. This amount is less than the original anticipated transfer of \$3,000,000. • We were hoping to do one comprehensive budget transfer, taking into account the current obligated contracts and additional cost rather than several smaller appropriations to cover additional funding needs. Since final cost will not be known prior to the end of FY20, this motion is necessary to fund the project to completion. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Approval of the motion as stated above will allow finance to increase the FY20 Zion Crossroads Water & Sewer Enterprise Fund Budget by \$2,750,000 and decrease Unassigned Fund Balance by \$2,750,000. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB D

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	CONTRACT AGENT FOR VOLUNTARY BENEFITS				
MOTION(s):	I move the Board of Supervisors approve the contract between County of Fluvanna and First Financial Administrators, Inc., for Agent for Voluntary Benefits at no cost for the County and further authorize the County Administrator to execute the agreement subject to the County Attorney approval as to form				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer ; Jessica Rice, HR Manager				
PRESENTER(S):	Jessica Rice, HR Manager				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ➤ On December 31, 2019, the County terminated the contract with Pierce Group Benefits, LLC, for services as an insurance brokerage. ➤ By law, the County is required to have an Agent of Record to administer and sell insurance policies, such as voluntary benefits. ➤ Currently our voluntary benefits are through Colonial Insurance. ➤ In February 2020 we issued an RFP for an agent to oversee just these voluntary benefits. 3 companies' submitted proposals and First Financial was chosen as the highest scoring. ➤ First Financial will administer these accounts with the possibility of shopping for other policies in the future. ➤ The county will pay no fees to First Financial, they will receive commissions from the respective insurance policies County Employees sign up for. ➤ The Contract will become effective on May 1, 2020 to allow for administration of the County's current voluntary benefits, and for preparations of the upcoming open enrollment period. ➤ The contract will renew annually each year thereafter on July 1st. 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	• CONTRACT				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X	X	

Agent for Voluntary Benefits Service Contract

This **AGENT FOR VOLUNTARY BENEFITS SERVICE CONTRACT** (the “**Contract**”), is made this ____ day of _____, 2020 (the “Effective Date”) between **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia (“**County**”), and **FIRST FINANCIAL ADMINISTRATORS, INC.**, a Texas Corporation authorized to transact business in Virginia, and its affiliate First Financial Capital Corporation, a Texas Corporation authorized to transact business in Virginia (together “**Contractor**”).

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

ARTICLE I – Definitions and Exhibits

- 1) **Exhibits:** The following exhibits are attached hereto and incorporated herein by reference as material provisions of this Contract:
 - a) Exhibit 1 – Request for Proposals (RFP) #2020-01 Agent for Voluntary Benefits, issued February 05, 2020 including all attachments thereto, specifically including, but not limited to, the County’s General Terms, Conditions and Instructions to Bidders and Contractors, as amended by Addendum #1 dated February 14, 2020, and Addendum #2, dated February 18, 2020 (collectively with attachments as amended by the addendums, the “RFP”);
 - b) Exhibit 2 – The Contractor’s Proposal submitted to the County dated January 3, 2020 including all attachments thereto, supplements, amendments and supporting documentation (the “Proposal”);
 - c) Exhibit 3 – Group COBRA Administrative Services Agreement;
 - d) Exhibit 4 –Agent Agreement for Tax Qualified Accounts and Other Financial Products;
 - e) Exhibit 5 – Enrollment Support Agreement;
 - f) Exhibit 6 – Business Associate Agreement;
 - g) Exhibit 7 – Section 125 Flexible Benefit Plan Adoption Agreement; and
 - h) Exhibit 8 – Third Party Administrator Agreement.

- 2) **Definitions:**
 - a) Exhibits 1 through 8 are sometimes referred to collectively as the “Exhibits”. Each Exhibit 3-8 is governed and controlled by the applicable specific terms contained and incorporated herein, and by all of the general terms contained or incorporated herein. Notwithstanding anything to the contrary contained in any Exhibit 3-8 to the Contract, the provisions of this Contract and the County’s General Terms, Conditions and Instructions to Bidders and Contractors shall control with respect to Term, termination, renewal, waiver, severability, attorney’s fees, governing law notice, breach, warranties, venue, and all other general requirements, provisions or obligations which arguably could apply to such Exhibits 3-8; provided, however, that to the extent that compliance with substantive law applying to any Plan or Tax Qualified Account necessitates a different order of application, the parties will so modify the order of precedence described in Article VI hereof.
 - b) Voluntary Benefits Plan (the “Plan”) means those benefits described in the RFP, and specifically in Section 3 “Scope of Services” of the RFP, offered to employees. These may include, but are not limited to, critical illness, accident insurance, whole life insurance, short term disability and long-term disability, etc. The Plan under this Contract does not

include health insurance or related brokerage services for health insurance. The County uses and will continue to use Ameriflex as disclosed in the RFP.

- c) Flexible Spending Account (“FSA”) means a health care flexible spending account arrangement or dependent care assistance flexible spending account arrangement, as described in proposed Internal Revenue Service (“IRS”) regulations under Internal Revenue Code (“Code”) 125.
- d) Plan administration (or “Administrator”) means the County or the person named in the documents describing the Plan as responsible for the operation and administration of the Plan.
- e) All Services must be provided subject to any limitations the County’s health care plan, which Contractor does not administer.

ARTICLE II – Scope of Services and Duties of Contractor Representative

During the Term (as defined below) the Contractor agrees to provide all of the services and materials described in the RFP (specifically including, but not limited to, the services described in Section 3, Scope of Services of the RFP) and the Proposal and will perform the same in a comprehensive, customized way and provide advice to the County and/or to any employee(s) s required, requested or needed (collectively the “Services”). All such Services must be provided to the County’s sole satisfaction. If a less than nominal subset of the County’s employees are dissatisfied with the Contractor, the Contractor’s Services, or the Financial Products, then the County may treat the same as a breach by Contractor and terminate this Contract for cause.

In providing the Services and materials described in this Contract, the RFP, and the Proposal, the Contractor shall meet or exceed all the provisions and requirements of the RFP, Proposal, this Contract. All items provided and Services rendered under this Contract shall be done in a good and workmanlike manner of the highest professional standards and so as to pass without exception in the industry and shall be consistent with this Contract, the Proposal, and the RFP and all applicable law.

ARTICLE III - Duties of the County

During the term of the Contract:

- A. The County will provide access upon request to all summaries, benefit information, and copies of the current billings from all existing vendors.
- B. The County will provide access to all eligible employees annually to Contractor for the purpose of annual communication and enrollment in the benefits under the Plan. This includes group and/or individual benefit communication sessions and enrollments.
- C. The County is responsible for interpreting the provisions of the Plan and determining questions of eligibility for Plan participation. If the Contractor has a question regarding eligibility it shall be submitted to the County in writing and an authorized agent of the County’s response shall be in writing directed to the Contractor to be valid and binding on the County.

- D. The County may in its sole discretion execute any necessary separate agreements with any third-party administrators or insurance carriers regarding actual claim payment services for any flexible spending account arrangements, etc. Nothing herein obligates the County to enter into any other agreements.

The Contractor has a duty to properly maintain County data stored either electronically, in hard copy format or otherwise. Losses of County non-public information caused by the Contractor's negligence, willful misconduct or failure to adhere to best practices of storage of such data shall be a breach of this Contract. Contractor understands and agrees that the County's non-public data is invaluable and that it contains confidential information. The parties hereto acknowledge that a breach or loss of the County's non-public data would cause irreparable harm to the County and its employees. This paragraph shall survive the termination of this Contract and shall remain in full force and effect until such time as the Contractor has delivered to the County, in a format acceptable to the County in its sole discretion, any and all data of the County provided to the Contractor under this Contract.

ARTICLE IV - Fees for Services

During the Term of this Contract:

- A. The Contractor is not charging the County any fees for Services, and under no circumstances shall any fees, charges, or amounts of any kind be billed to the County. The Contractor shall not be reimbursed by the County for its travel or administrative costs. The Contractor agrees it will receive adequate consideration for providing the Services in the form of commissions or other payments from third parties relating to the Services.
- B. The cost of voluntary benefit selections are the responsibility of the employee that chooses to participate in a specific voluntary benefit. The County agrees to payroll deduct these premiums (costs) from the employee's paycheck and remit the premiums to the appropriate provider to the extent consistent with all applicable law.
- C. If the County, in its sole discretion, decides to purchase additional products or services under this Contract it shall be done so upon mutual agreement between the County and the Contractor by written amendment to this Contract.

ARTICLE V – Term of Contract

The initial term of this Contract shall be one (1) year beginning on the 1st day of July, 2020, at 12:01 a.m. and terminating on the 30th day of June, 2021 at 11:59 p.m. This Agreement may then be renewed at the County's option for four (4) additional one (1) year terms each. Said renewal shall be automatic annually on July 1st of each renewal year. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least thirty (30) days prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been otherwise terminated. Notwithstanding the foregoing, the Contractor shall have a duty to provide Services prior to July 1, 2020 under this Contract and services and work shall begin as of the Effective Date of the Contract, including, but not limited to, the Section entitled

Plan benefits strategy, whereby planning and other services will be rendered prior to the start of the July 1, 2020 voluntary benefits Plan year. To the extent possible in compliance with applicable law, Exhibits 3-8 shall each have a term coextensive with this Contract.

ARTICLE VI – Other Contract Terms

Where the provisions or terms of this Contract, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the body of this Contract; (2) the RFP; (3) the County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”); (4) the Proposal, (5) Exhibit 3 – Group Cobra Administrative Services Agreement, (6) Exhibit 4 –Agent Agreement for Tax Qualified Accounts and Other Financial Products, (7) Exhibit 5 – Enrollment Support Agreement, (8) Exhibit 6 – Business Associate Agreement, (9) Exhibit 7 – Section 125 Flexible Benefit Plan Adoption Agreement, and (10) Exhibit 8 – Third Party Administrator Agreement. Notwithstanding the foregoing, whenever possible the terms of this Contract, the RFP, County’s General Terms, Proposal and the other Exhibits shall be read together. To the extent that compliance with substantive law applying to Tax Qualified Accounts necessitates a different order of application, the parties will so modify the order above.

For termination provisions, please see the County’s General Terms, including, but not limited to, Section 51 and 56 thereof. The County hereby modifies the County’s General Terms, Section 22, the County understands that Contractor has relationships with certain vendors and Contractor shall disclose any fee arrangements with such vendors to the County.

Article VII – MISCELLANEOUS.

The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic. All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when sent to the proper address as indicated below and (i) mailed by certified or registered mail, postage prepaid; (ii) hand delivered; or (iii) deposited with a recognized overnight courier. Each party may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Contract. Until otherwise provided, all notices, certificates, and communications to each of them will be addressed as follows:

If to County: Fluvanna County
 Attn: Eric Dahl, County Administrator
 132 Main Street
 Palmyra, VA 22963

With a Copy to:

Fluvanna County Attorney
414 E. Jefferson St.
Charlottesville, VA 22903

If to Contractor:

First Financial Administrators, Inc.
11811 N. Freeway, Suite 900
Houston, TX 77060
Attn: COBRA Administration

Notwithstanding any other provision of this agreement, to the extent a force majeure event, such a pandemic, affects the County’s ability to meet any obligation, requirement or deadline under this Contract or any exhibit hereto, including without limitation, any requirement for in-person or group meetings, such shall not be a breach by County, and the Contractor shall take steps to accommodate such force majeure event, including virtual, telephone and other meeting options as necessary, requested or practical under the circumstances.

Witness the following duly authorized signatures and seals:

First Financial Administrators, Inc.,
a Texas Corporation
Authorized to transact business in Virginia

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____ (SEAL)
Print Name: _____
Title: _____
Date: _____

BY: _____ (SEAL)
Print Name: _____
Title: _____
Date: _____

First Financial Capital Corporation,
a Texas Corporation
Authorized to transact business in Virginia

BY: _____ (SEAL)
Print Name: _____
Title: _____
Date: _____

Approved as to Form:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2020-01

Agent for Voluntary Benefits

Issue Date: February 05, 2020

Due Date: February 26, 2020 at 2 p.m. EST

Procurement Contact:

County of Fluvanna

Cyndi Toler, Purchasing Officer

132 Main Street

P.O. Box 540

Palmyra, VA 22963

Ph: (434) 591-1930 ext. 1124

Email: ctoler@fluvannaCounty.org

All sealed proposals shall be turned in no later than February 26, 2020, at 2:00 p.m. EST.

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

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

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1) PURPOSE

- a) The County of Fluvanna, Virginia (the “County”) is seeking sealed proposals from qualified firms (“Offerors”) capable of recommending and providing optional voluntary benefits (such as benefits for critical illness, accident insurance, whole life insurance, short term disability and long term disability), employee communications, complete enrollment and billing/reconciliation assistance for all of the voluntary benefits selected by the County. The County is not requesting Actuarial Services or Healthcare Insurance Brokerage.

2) BACKGROUND

- a) The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) The County employs approximately 170 benefits-eligible employees (as used herein “employee” includes eligible retirees). Employee turnover averages 25-30 staff members per year.
- c) For background information only, the County offers currently has a health benefits program for its employees including health insurance through CIGNA (Open Access Plus High and Open Access Plus Low, Health Savings Accounts, optional vision and dental coverage). The County is not requesting Healthcare Insurance Brokerage services.
- d) This is a consolidated RFP for employee benefits currently offered by the County on a voluntary basis through payroll deduction. The benefit policy year coincides with the County’s fiscal year and runs from July 1st through June 30th. The County conducts payroll deductions bi-weekly, with 24 deductions per policy year.
- e) This RFP includes, but is not limited to services for the following lines of optional coverage:
 - i) Short Term Disability –currently offered through Colonial
 - ii) Cancer, Accident (including gunshot wound), Life, Critical Illness, and Hospital Confinement Insurance –currently offered through Colonial
 - iii) Flexible Spending, Dependent Care, and Health Savings Accounts (HDHP participants)- currently offered through Ameriflex
 - iv) Group Dental and Vision

3) SCOPE OF SERVICES

- a) The County’s is electing to continue coverage through Colonial until June 2021 and the County is not looking for an Offeror to change said coverage prior to such date; and such coverage may be extended after June 2021. The County requires an Offeror who is authorized to deal with both existing carriers - Colonial and Ameriflex.
- b) The selected Offeror shall be licensed in Virginia and capable of negotiating alternative plans and with other carriers at the request of the County. The Offeror must have experience with Virginia local governments relating to voluntary benefits. Offerors must be able to demonstrate that they have the resources and capability to provide the materials and services described in this RFP.
- c) Offerors must in general be prepared to:
 - i) Provide individual and or group voluntary supplemental insurance products that are competitive and, when possible, are guaranteed issue policies that are portable in the event of employee terminating employment with the account or the account terminating the master contract with the carrier at the end of the term of the contract. If coverage is not portable such must be very clearly communicated to the County and its employees.
 - ii) Provide full coverage for all groups/classes of employees, spouses and eligible dependents, as applicable. State any age limitations or coverage reductions at certain age intervals clearly.

- iii) Provide brochures, applications and rate tables for enrollment purposes for all benefit eligible employees.
- d) Offerors must meet all Administrative and Other Requirements listed below:
 - i) Provide voluntary benefits information to enable the County to make effective decisions in developing an Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
 - ii) Advise and assist the County with required Voluntary Benefit Plan communications to employees annually, during benefits enrollment, and as regulatory changes occur.
 - iii) Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
 - iv) Assist with resolution of specific claims when requested by the County for the Voluntary Benefits Claims.
 - v) Provide competitive quotes on at minimum the following plans: Accident (off the job), Cancer, Critical Illness, Short Term Disability Insurance with no coordination of benefits, Long Term Disability Insurance, and Whole Life Insurance. Other programs may be quoted and may be considered by the County.
 - vi) The County reserves all rights to select multiple carriers. The Offeror must be able to help the County achieve its goal to offer the best overall products and rates to its employees.
 - vii) Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and programs including alerting the County regarding any employee communication deadlines or communication issues, and provide sample documents that may be used to notify employees of any of these changes.
 - viii) Provide on-going analysis regarding accuracy of vendor billing, eligibility, claims, benefit research questions, and administration including regarding requests portability of coverages, as applicable.
 - ix) Provide an administrative procedure manual to County of Fluvanna to be used to administer the program, including necessary forms and instruction, updated from time to time as requested by the County or as needed for changes in applicable law, benefits, and insurers.
 - x) Meet with the County within thirty (30) days after the notice of award date at a time convenient for the County to review the voluntary employee benefits, account administration, present the proposed communication material, and to jointly establish a preliminary implementation plan, open enrollment program and schedule.
 - xi) Furnish and deliver, at no cost to each enrolled employee, a Certificate of Coverage outlining and defining all covered services, limitations and exclusions, schedule of benefits, and other plan information requirements and update annually or as benefits change.
 - xii) Furnish sufficient copies of a detailed summary of benefits, limitations, and exclusions for each eligible employee during open enrollment periods.
 - xiii) Provide the County with insurance contracts, as well as any other contractual documents necessary to quote this coverage to employees no later than fifteen (15) days after notice of award.
 - xiv) Provide open enrollment materials in hard copy and PDF format for internet and intranet posting.
 - xv) Assist the County with annual open enrollment meetings, monthly on-site orientation meetings for new employees, and health fairs as requested.
 - xvi) Process paper and/or electronic eligibility and enrollments for the County.
 - xvii) Assist with periodic plan evaluation and bill reconciliation from time to time as requested by the County.
 - xviii) Designate a primary, dedicated customer service contact responsible for resolving problems, answering claims, eligibility and coverage questions and administrative or billing issues, and expediting services related to overall performance of the contract.
 - xix) The County will not participate in cost sharing or administration of any benefits or policies approved as a result of this proposal but will provide the convenience of payroll deduction for

plans that are approved. In addition, the County shall not guarantee any minimum level of participation.

- xx) It is the County's desire that plans are Guaranteed Issue (policy offered to any eligible applicant without regard to health status) with all pre-existing condition clauses be waived. If pre-existing condition clauses cannot be waived, offeror shall provide explanation or include information of Offeror's plan. Credit for time served shall be honored for employees currently participating in applicable voluntary benefits plans.

4) **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

a) **GENERAL INSTRUCTIONS**

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

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Ph: (434) 591-1937
ctoler@fluvannacounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted after February 14, 2020, at 10a.m. eastern standard time.

- iii) **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret under Virginia law. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
- iv) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on February 26, 2020. Proposals must be addressed to:

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

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

b) **PROPOSAL PREPARATION**

- i) The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
 - (1) **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request

- for Proposal, an overview of the history and qualifications of the firm.
- (2) **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
 - (a) Certificate of No Collusion
 - (b) Offeror Statement
 - (c) Proof of Authority to Transact Business in Virginia
 - (d) Vendor Data Sheet
 - (3) **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - (a) Licenses to conduct services required by the Code of Virginia
 - (b) Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel;
 - (c) Sample documents and/or reports, relating to voluntary benefits services
 - (4) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
 - (5) **Project Approach** – The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and completion of all projects within the time frame set forth.
 - (6) **Representative Projects** – This section of the Offeror's Proposal should list and describe representative clients currently serviced focusing on similar services and especially services provided to other Virginia agencies, localities, and public bodies. The Offer must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such must include the client name, a contact point for client, and a brief description of the type of services provided.
 - (7) **Cost and Effective Cost Control**
 - (a) The County will consider cost for Services in evaluating proposals.
 - (b) **Effective Cost Control** – Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
 - (i) Describe the Offeror's cost control methodology especially as it relates to optional benefits for employees
 - (ii) Describe the approach for reducing the costs of optional benefits for employees
 - (iii) Describe your documentation, tracking and reporting system
 - (iv) Describe your program for quality control.
 - (v) Overall benefits value as compared to pricing, design, and cost containment factors.
 - (vi) Overall sustainability of packages in terms of price stability to ensure plan long-term stability.
 - (8) **Other Requirements** - The proposal package must also include:
 - (a) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - (b) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 "Scope of Services").
 - (c) A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of

the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:

- (i) A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
 - (ii) A statement of how long the Offeror has provided services similar to the Services requested herein;
 - (iii) A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
 - (iv) Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
 - (v) Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
 - (vi) Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.
- (d) Pricing Options- Include hourly and/or lump sum pricing for services; or indicate there will be no cost for the services to the County.
- (e) Description of the typical assistance the Offeror will require of County staff.
- (9) **Client References** – Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County' Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.
- (10) **Other** – The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- (11) **Oral Presentation** – Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- (12) **Incurred Expenses** – The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.
- (13) **Addenda** – Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
- ii) **Submittal Instructions**
- (1) **Each Offeror must submit one (1) original hard copy, four (4) copies and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
 - (2) An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
 - (3) All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
 - (4) Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - (5) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference

the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.

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

(7) Cost will be considered in evaluating the Proposals.

5) EVALUATION AND AWARD CRITERIA

- a) The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposal and intends to award the contract to the firm that makes the best overall proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(10 points)**
 - ii) Relevant experience with similar projects. **(30 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - iv) References from other similar projects. **(20 Points)**
 - v) Cost of Services and Ability to Control Costs. **(20 points)**
- b) The Evaluation Committee will independently read and rate each proposal.
- c) The selection process shall be as per § 2.2-4302.2(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror(s) which in their opinion has made the best proposal and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Awards may be made to more than one Offeror in the discretion of the County
- d) The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- e) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6 and are a material part hereof. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).
- f) Contract Term – Any contract awarded hereunder shall be for a one-year initial term, with four (4) additional option years to be exercised in the sole discretion of the County.

6) GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
 - b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
 - c. **Contract:** Any contract to which the County will be a party.

- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Offeror: The County Administrator is the County's Purchasing Offeror and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to "his" shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

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

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

CONDITIONS OF BIDDING

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

- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

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

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

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

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

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in

the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

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

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

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

AWARD

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

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

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

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

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

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior

to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

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

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

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

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia,

that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County’s possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker’s Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance. In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor

providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

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

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.

- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the

individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

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

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful

performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

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

- 52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:
- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
 - b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.
- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
- 61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on

any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is

pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

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

County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

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

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

DELIVERY

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

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

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or

reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

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

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized

and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

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

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

4. Vendor Information:

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

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

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

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

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

Signature (SEAL)
Print Name: _____

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

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2020-01
Agent for Voluntary Benefits

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2020-01
 Title of Request for Proposal: Agent for Voluntary Benefits
 Issue Date: February 14, 2020
 Bid Due Date and Time: February 26, 2020 at 2 p.m. EST

The above RFP #2020-01 is hereby amended and modified as follows:

1. The following are clarifications from questions received:
 - a. Are you able to provide a breakdown of how many of the 170 benefits-eligible employees are police officers, Sheriff deputies, and fire fighters?
 - i. *35 employees are sworn Sheriff Deputies (Sheriff included)*
 - ii. *0 Police Officers*
 - iii. *0 Firefighters*
 - b. I would also like to confirm this RFP is directed towards plan year July 1, 2020- June 30, 2021?
 - i. *Please refer to request for proposal*
 - c. Do you want a detailed product offering with pricing or a general product offering?
 - i. *This is a solicitation for a solution, please refer to request for proposal*
 - d. Can we provide an alternative to Ameriflex for flexible sending?
 - i. *This is a solicitation for a solution, please refer to request for proposal*
 - e. Who the current vendor is for this contract that has been handling the voluntary benefits?
 - i. *The County is not under contract currently with any agent or broker to handle voluntary benefits*
 - f. Was the original agreement with Colonial Life part of a co-operative agreement in the State of Virginia?
 - i. *No*
 - g. How many employees are participating in each line of coverage?
 - i. *27 Cancer Policy*
 - ii. *43 Accident Policy*
 - iii. *46 Medical Bridge*
 - iv. *22 Gunshot Wound Accident*
 - v. *2 Universal Life*
 - vi. *20 Term Life*
 - vii. *28 Short Term Disability*
 - viii. *17 Group Critical Care*
 - ix. *17 Whole Life*

- h. Does the county do mandatory meetings for education of these plans or is it who wants to come?
 - i. Open enrollment informational meetings are mandatory*
- i. Do you have a Benefits Guide of all benefits that we can review?
 - i. Located on the County's website:*
<https://www.fluvannacounty.org/hr/page/employee-benefits>
- j. We would need to get the specs in order to send the flex file to Ameriflex. Who would cover those charges for the flex admin?
 - i. That would need to be included in submitted proposals.*

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

Very truly yours,

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

Name of Firm: _____

BY: _____
Signature of duly authorized representative

Title: _____

Date: _____



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2020-01
Agent for Voluntary Benefits**

ADDENDUM # 2:

Reference – Request for Proposal: RFP #2020-01
Title of Request for Proposal: Agent for Voluntary Benefits
Issue Date: February 18, 2020
Bid Due Date and Time: February 28, 2020 at 2 p.m. EST (Per this Addendum #2)

The above RFP #2020-01 is hereby amended and modified as follows:

- 1. Page 1, Due Date shall be changed to “February 28, 2020 @ 2:00 p.m. local prevailing time”;
Section 4.a.iv shall be changed to read:

***Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on February 28, 2020.*

- 2. The following are clarifications from questions received:
 - a. Are we allowed to show multiple carriers in the proposal?
 - i. **Please refer to request for proposal**
 - b. Also, Roger has been doing business in the state of Virginia for forty years, do you really want a list of all cases, or does this just apply to out of state brokers?
 - i. **Section 4.b.i.9 Client References – Offerors shall provide a minimum of four (4) client references that are similar in size and scope to the County’ Project that have utilized similar Services. All client customers in the State of Virginia must be provided, regardless of circumstances.**

Was intended to indicate “firms similar in size, to include any public body”

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

Very truly yours,

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

Name of Firm: _____

BY: _____
Signature of duly authorized representative

Title: _____

Date: _____

REQUEST FOR PROPOSAL

County of Fluvanna

Agent for Voluntary Benefits

Request for Proposal #2020-01

Provided By:

FIRST FINANCIAL GROUP OF AMERICA

Mindy Tart, Eastern Region Manager

First Financial Administrators, Inc.

3904 Oleander Drive, Suite 200

Wilmington, North Carolina 28403

800.924.3539

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January 3, 2020

County of Fluvanna:

Thank you for allowing First Financial Group of America to submit our proposal for employee benefit services.

Based on your feedback from the initial questionnaire, we have identified the exact services we provide that will meet your needs. Rather than simply telling you what we offer, we hope to show you how our resources will benefit the County of Fluvanna. Our goal is that you will see First Financial as an extension of your team, working with you to positively impact your bottom line.

You can trust that First Financial will be a valuable resource in your third-party administration strategy. For the past 50 plus years, we have developed our own unique administration system that includes a combination of employee education, state-of-the-art technology, and compliance. All of these factors ensure the success of your plan, which means you will see a higher return on your investment. Creating an attractive benefits package with reliable administrative support is a win for both you and your employees.

In this proposal, you will learn more about First Financial's services and how we operate. You will see that in addition to providing advanced technological solutions, we also still believe in face-to-face communication. In fact, the County of Fluvanna will have its own dedicated account representatives who will be by your side during the entire process.

Feel free to contact me with questions or for more information. I look forward to speaking with you soon.

Sincerely,

Mindy Tart

Eastern Region Manager

First Financial Administrators, Inc.

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VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: First Financial Administrators, Inc. Phone: 800-523.8422

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

52 Years Months

4. Vendor Information:

FIN or FEI Number: 76-0125853 If Company, Corporation, or Partnership

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

Company: Onslow County Schools	Contact: Rick Stout
Phone: 910-455-2211	Email:
Dates of Service:	\$\$ Value: N/A

Company: Northampton Schools	Contact: Charles Lawrence
Phone: 757-678-5151	Email:
Dates of Service:	\$\$ Value: N/A

Company: Nelson County	Contact: Robbie Adell
Phone: 828-322-2855	Email:
Dates of Service:	\$\$ Value: N/A

Company: Poquoson City Public Schools	Contact: Dr. Jennifer Parish
Phone: 757-868-3055	Email:
Dates of Service:	\$\$ Value: N/A

I certify the accuracy of this information.

Signed:  Title: President

Date: February 25, 2020

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F183975-4.

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

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

Legal Name of Company (as listed on W-9) First Financial Administrators, Inc.

Legal Name of Offeror/Bidder First Financial Administrators, Inc.

Date February 25, 2020

Authorized Signature 

Print or Type Name and Title Sherrie Pruitt, President

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this 25th day of February, 2020.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: First Financial Administrators, Inc.

By: *Sherrie Pruitt* (SEAL)
Signature

Print Name: Sherrie Pruitt

Print Title: President

STATE OF Texas

COUNTY/CITY OF Harris, to-wit:

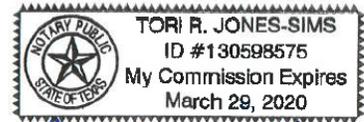
The foregoing instrument was acknowledged before me this 25th day of February (month), 2020 (year) by Sherrie Pruitt (Print Name), President (Print Title) on behalf of First Financial Administrators, Inc. (Name of Entity).

Tori R. Jones-Sims

[SEAL]

Notary Public

My commission expires: March 29, 2020
Notary registration number: 130598575



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____ to-wit:

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

[SEAL]

Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

Name of Entity: First Financial Administrators, Inc.

By: *Sherrie Pruitt* (SEAL)

Signature

Print Name: Sherrie Pruitt Print Title: President

STATE OF Texas

COUNTY/CITY OF Harris, to-wit:

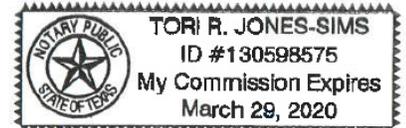
The foregoing instrument was acknowledged before me this 25th day of February (month), 2020 (year) by Sherrie Pruitt (Print Name), President (Print Title) on behalf of First Financial Administrators, Inc. (Name of Entity).

Tori R. Jones-Sims

Notary Public

[SEAL]

My commission expires: March 29, 2020
Notary registration number: 130598575



Complete if Bidder is a Sole Proprietor: Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

[SEAL]

Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

First Financial is committed to providing exceptional Benefits Administration and Services to the County of Fluvanna, including, but not limited to:

- Call centers, self-service enrollment, as well as in person enrollment options
- Carrier updates regarding eligibility
- Providing a custom ADA compliant benefits website with full access to all carrier and product information, claims forms, and an employee login for full access to benefit information
- Providing your staff with access to make changes and updates in our Benefit Administration System, as well as the capability to run reports
- The capability to track and report on employees' enrollment status during enrollment periods
- Providing bi-lingual call support at our Corporate Office during normal business hours, a toll-free customer service line, as well as assigned Account Managers and Client Service Specialists, who are available in case of urgent after-hours needs
- Providing monthly payroll deduction files, processing and administering all new and existing payroll deductions with insurance companies for payroll deducted insurance products under Section 125
- Holding regular meetings on mutually agreed upon days with the County's assigned Dedicated Service Team to educate, present, and informing staff about benefits options, and answering product or plan questions
- Customized recommendations to administrators to determine products and carriers based on the County's needs
- Processing of medical reimbursement and dependent care spending account claims
- Serving as liaison for problem resolution for all employees, participants, and administration
- Maintaining compliance with Department of Labor regulations and rules of the employer for Section 125, including, but not limited to: plan documents, plan changes and amendments, and other IRS filings, as well as providing all necessary forms to facilitate plan operations and compliance
- Keeping the County informed of all changes to both state and federal laws and regulations pertaining to Section 125 Plans

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OUR PHILOSOPHY

First Financial Group of America

Our philosophy at FFGA is to work for our client. Our goal is always to be "First in Service and Expertise". This is accomplished by finding the best solution to meet our client's needs.

First Financial Group has been providing benefit solutions for school districts and public employers, such as medical consulting for self-funded medical plans, Cafeteria Plan benefits and administration, and 403(b) and 457 investment plans, since 1966 and is one of the most established firms for employee benefits. Having focused on the government entity market for over five decades, FFGA has developed the infrastructure, scalability and the expertise to support the County of Fluvanna with the unique challenges facing government entities in Virginia.

Our market presence allows us unparalleled access to best in class carriers and services, leveraged buying power, and we are the engine behind the Omnia Employee Benefits Cooperative (formerly TCPN).

We bring a consultative approach and an unequaled level of experience to our client's challenges, while staying ahead of trends and innovations that may help tailor the best programs to fit your county. It is our conviction that as an employer, you have an identity and a uniqueness that is essential to attracting talented employees and a commitment to provide them with the tools necessary for them to have a successful career with the County of Fluvanna.

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COMMONWEALTH OF VIRGINIA
BUREAU OF INSURANCE

JACQUELINE K. CUNNINGHAM
COMMISSIONER OF INSURANCE
STATE CORPORATION
COMMISSION
BUREAU OF INSURANCE
P. O. BOX 1157
RICHMOND, VIRGINIA 23218
TELEPHONE: (804) 371-9631
TDD/VOICE: (804) 371-9206
WWW.SCC.VIRGINIA.GOV/DIVISION/BOI

Licensees shall report to the Bureau within 30 days any change in residence at www.scc.virginia.gov/vo/online.aspx

A producer licensee is entitled to be appointed as an agent to transact the business of insurance on behalf of Virginia licensed insurers pursuant to Title 38.2 of the Code of Virginia.

This license is perpetual and is in effect from its issue date unless surrendered, terminated, suspended, revoked or an expiration date is noted.

Nonresidents only: This license is limited to the authority granted by the licensee's home state.

Producer

Health , Life & Annuities , Variable Contracts

FIRST FINANCIAL CAPITAL CORPORATION

P O BOX 670329

HOUSTON , TX 77267-0329

is authorized to transact business as described above

License No: 115306

Issue Date: 08-28-2003

Expiration Date:

Generated by Sircon 81954403

<p>COMMONWEALTH OF VIRGINIA BUREAU OF INSURANCE THIS IS TO CERTIFY THAT</p>  <p>FIRST FINANCIAL CAPITAL CORPORATION P O BOX 670329 , HOUSTON , TX 77267-0329</p> <p>LICENSE NUMBER: 115306</p>	<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Producer Health , Life & Annuities , Variable Contracts</p> <p>Issue Date: 08-28-2003 Generated by Sircon 81954403 Expiration Date:</p>
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The County of Fluvanna will have a designated team of First Financial employees who are committed to serving your group. These colleagues will do whatever it takes to provide unsurpassed customer service to you and your employees.

Our goal is always to be "First in Service and Expertise."



MINDY TART

Eastern Region Manager

Licenses: General Lines Life, Health

Experience: 20 years

Years With FFGA: 18 years

RESPONSIBILITY

Dedicated Eastern Region Sales Manager

Mindy Tart will work closely with your benefits team to ensure that FFGA is meeting and exceeding County expectations. All concerns that are brought about by the County will receive direct service and oversight from Mindy, to provide the quickest possible solution for the given scenario.

CONTACT INFORMATION:

Email: Mindy.Tart@ffga.com

Phone: 910-792-1422 | **Fax:** 910-792-1438

3904 Oleander Drive, Suite 200 | Wilmington, NC 28403



TYLER WEBSTER

Senior Account Executive

Licenses: General Lines Life, Health

Experience: 14 years

Years With FFGA: 14 years

RESPONSIBILITY

Dedicated Senior Account Executive

Tyler will be an additional year-round point of contact/resource for the benefits department and employees of the County of Fluvanna. He will assist Mindy with analysis and review of the benefits and services offered in Fluvanna. He will also help structure and organize informational meetings and seminars. He will coordinate and facilitate the annual benefits enrollment and provide one-on-one benefit meetings with employees as well.

CONTACT INFORMATION:

Email: Tyler.Webster@ffga.com

Phone: 502-387-4128 | **Fax:** 910-792-1438

3904 Oleander Drive, Suite 200 | Wilmington, NC 28403

The County of Fluvanna will have a designated team of First Financial employees who are committed to serving your group. These colleagues will do whatever it takes to provide unsurpassed customer service to you and your employees.

Our goal is always to be "First in Service and Expertise."



KAITLYN LORENZ

Client Services Specialist

Licenses: General Lines Life, Health

Securities: Series 6 & 63

Experience: 5 years

Years With FFGA: 2 years

RESPONSIBILITY

Dedicated Client Services Specialist

Kaitlyn further supports our team to provide exceptional service to Fluvanna. Kaitlyn is a liaison for County administrators and employees with benefit vendors. She is also a year-round "go to" resource for the administrators and employees. She assists with the enrollment and upload process and supports the benefit administrators in their day to day activities by being on call/onsite.

CONTACT INFORMATION:

Email: Kaitlyn.Lorenz@ffga.com

Phone: 910-899-7136 | **Fax:** 910-792-1438

3904 Oleander Drive, Suite 200 | Wilmington, NC 28403



RICH MANGIERE

Senior Account Administrator

Licenses: General Lines Life, Health
& HMO

Securities: Series 6 & 63

Experience: 22 years

Years With FFGA: 1 year

RESPONSIBILITY

Dedicated Account Development Coordinator

Rich Mangiere will conduct a thorough analysis of your current menu of benefits and identify areas of concern and opportunities for improvement. Rich oversees product implementation following approval from the County and coordinates with Tyler and Kaitlyn to ensure satisfaction from the County.

CONTACT INFORMATION:

Email: Rich.Mangiere@ffga.com

Phone: 910-792-1422 | **Fax:** 910-792-1438

2400 Bridle Ridge | Goochland, VA 23063

ABOUT FIRST FINANCIAL

We are there every step of the way for you and your employees.

PROTECTING FAMILIES:

First Financial provides supplemental health insurance benefits and financial services that help protect the County of Fluvanna employees and their families. We are committed to helping them make the most informed decisions in their financial planning for the best price available.

SUPPORTING EMPLOYERS:

We specialize in health insurance consulting, voluntary supplemental benefits and financial services for city and county governments, County systems and hospitals. From educating your employees on benefits and services to providing flexible enrollment options, we offer a full range of administrative services to make your benefits administration a breeze.

OUR PASSION:

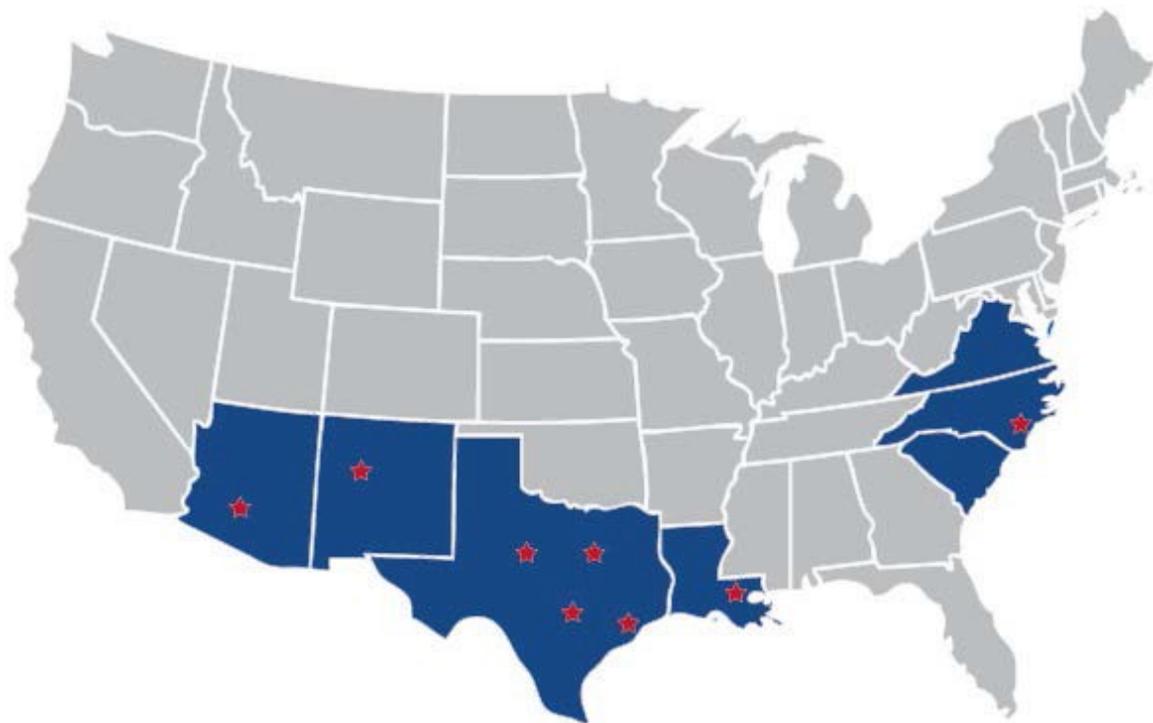
At First Financial Group of America, we work hard to simplify the benefits process for you and your employees. We are a full-service agency with a dedicated home office team, salaried account representatives and established relationships with vendors. This allows us to provide support from the beginning to the end. Our goal is to help you design a benefits portfolio that makes sense, is affordable, and most importantly, protects your employees and their families.

- We only work with vendors who have an A or better rating with the AM Best Company because financial stability is importable to us.
- More than 50 years of experience providing quality benefit solutions for employees of school systems, hospitals, counties and city governments.
- High-touch, high-tech philosophy that combines traditional customer service with the latest technology to simplify and personalize your experience.

We become a true partner with you, working closely together to ensure the success of your benefits package.

LOCATIONS

Based in Houston, with branch offices throughout Texas, Louisiana, New Mexico, Arizona and North Carolina, First Financial serves about 300,000 customers.



- Arizona
- Louisiana
- New Mexico
- North Carolina
- South Carolina
- Texas
- Virginia

FINANCIALLY SECURE

Cameron – The Foundation Matters

Purchased by the Cameron family in 1994, First Financial was created to provide employer cost-savings solutions and supplemental benefits to specific industries. Over the years, the Cameron family has built a reputation of resilience and reliability in the financial industry. As First Financial has grown, so have the entities owned by the Cameron family. The Cameron Enterprise now encompasses 12 companies, a select group who believe the values they share and the financial security they provide create the foundation for all future successes.

Administrative Solutions: Providing Top Solutions for Your Organization

The County of Fluvanna invests significant resources into employee benefits decisions that affect your organization. One of your biggest challenges is to ensure that they are made in the best interest of all involved. Options need to be weighed to see how they will impact you, your employees and your organization.

In a world of ever-changing employee benefit scenarios, success is dependent on selecting the right company to help you identify and navigate barriers and complications related to maximizing options. Partnering with us, a fully-licensed third-party administrator opens the doors to industry best practices, utilization of advanced methods of technology, and up-to-date management of compliance and legal regulations.

In addition, we offer a full range of administrative services such as online billing, record keeping, and program evaluation to keep your organization running smoothly and efficiently.

COMPAREPLUS

Our ComparePlus tool provides a more efficient way for us to quickly compare the vendor invoice to payroll data and the enrollment platform for you. The software identifies the discrepancies in a very easy to understand format, expediting the vendor billing reconciliation process.

ADMINISTRATIVE BILLING CENTER

Our online Administrative Billing Center (ABC) system allows your payroll department to view your invoice entirely online and compare to payroll. It helps eliminate paper invoices and drastically cuts the time it normally takes to reconcile. Features include:

- View employee premiums and coverage information
- View individual premium history
- System integration between invoice and enrollment platform
- Download invoice online

FLEXIBILITY

We understand needs vary between groups, which is why our ABC system provides the utmost flexibility. You can reconcile your invoice accurately and easily with system and payroll alignment to minimize monthly adjustments. It provides access for a file download to various formats such as Excel and/or PDF.

SECURE ONLINE ACCOUNT ACCESS

You can trust that First Financial will keep all of your information safe. Our website is completely secure, and our experienced technical staff will make sure it stays that way.

ON-LEAVE BILLING

Over the years, we heard from our customers that they need a better way to manage benefits for employees who are out on leave. To help alleviate the stress associated with this additional task, we introduced an on-leave billing program that works in conjunction with our billing system.

Our standalone on-leave billing system works like this: If an employee goes out on leave and deductions are no longer sent via payroll, the system will generate a letter outlining the benefits for which funds were not received, who to call for details and where to send payment. The employee will be mailed this letter each month while on leave. You will receive copies of the system-generated letters for your files.

This value-added service relieves your payroll office of the responsibility of collecting premium and tracking employees who are out on leave. Never again will employees' benefits be in jeopardy due to non-payment because of leave of absence or failure of notification of the premiums due. Let us handle that for you.

SECTION 125 PLANS

Costs for the administration of your benefit plans continue to rise and make it expensive to provide employees with quality programs. With Section 125, also known as "Cafeteria Plans," you can reduce payroll-related taxes while allowing employees to pay for benefits on a pre-tax basis. We provide cost-effective methods to manage plans and maximize pre-tax contributions. We will determine which products qualify under Section 125 as well as the following:

- Assure continuing compliance with IRS and Department of Labor regulations and your unique rules
- Provide all necessary forms and review all Salary Reduction Agreements, Benefit Election Forms, Plan Documents, and plan changes and amendments
- Coordinate Post Enrollment Payroll Software Upload
- Maintain all plan records to provide verification of plan compliance
- Process and administer all new and existing payroll deductions for insurance products under Section 125
- Process all medical reimbursement and dependent care flexible spending account claims
- Assist with carrier claims and associated follow-up as needed
- Provide consolidated online billing to allow payroll departments to submit one check to us for all payroll-deducted products. All interest-bearing and time-sensitive contributions will be processed by our Contribution Desk within two working days of the receipt of the funds.

BENEFITS MANAGEMENT SYSTEM

FFenroll is an industry-leading benefits administration platform. Our enrollment system is designed for employers like you who are looking to streamline their enrollment, administrative and compliance processes into one, convenient solution. With 24/7 online access, it makes choosing and administering your benefits easy. Additionally, your custom payroll file will be derived from the election data captured in Ffenroll, plus the system is updated in real time so you always have the most recent information available.

- Dashboard & Custom Reporting:** Upon signing in to Ffenroll, you will see a dashboard that includes an at-a-glance chart of your group's enrollment data as well as customizable tabs for policy numbers and plan rules. You can also quickly access employee benefit files and enrollment history. Plus, there's no need for you to worry about creating report templates. With hundreds of established feeds, there's a good chance we already have one made. If not, custom reporting is also available for your specific needs. All reports are generated in Excel format and can be filtered and sorted so you can easily gather all the data you need.
- ACA Reporting Capability:** Did you know that 90 percent of the data required for ACA reporting is living in your enrollment system? We've got you covered. We offer ACA solutions that integrate with Ffenroll and most importantly, fit your needs.
- Administrative Automation:** Time is money. Ffenroll allows you to conserve resources with task automation. Our administrative dashboard includes time-saving features such as a quick glance open enrollment chart, customizable tabs for policy numbers, plan rules, and easy access to employee benefit files and enrollment history.
- Industry-Leading Flexibility:** With new and innovative products trending in employee benefits, Ffenroll is designed to handle complex plan designs and benefit offerings with ease.
- Standardized Reporting:** Reporting made easy! Our system includes a comprehensive set of built-in reports that administrators can use out of the box or customize as needed with features such as controlled access, simple point-and-click usability, point-in-time reporting, change reporting, drill-down filtering, and multiple output formats.



REIMBURSEMENT ACCOUNTS

We provide cost-effective methods to manage plans and maximize pre-tax contributions. There are a few IRS-approved plans available to help employees save on taxes and increase their spendable income. These plans include Health Savings Accounts, Flexible Spending Accounts, Limited Purpose Flexible Spending Accounts and Dependent Day Care Accounts. Each account offers different tax advantages for different purposes, such as medical and daycare expenses.

Health Savings Accounts

Health Savings Accounts (HSAs) were created to help control healthcare costs. They provide a savings vehicle that allows participants to set aside money to pay for higher deductibles associated with lower monthly premium High Deductible Health Plans. The money saved in monthly insurance premiums may be set aside for eligible medical expenses incurred in the future. Balances roll over from year-to-year earning interest along the way.

We partner with trustee banks to offer a no-fee arrangement for HSA administration, which allows us to provide customer service to all your HSA participants as well as employees who participate in Dependent Day Care and Limited Purpose Flexible Spending Accounts. * (*The no-fee arrangement is applicable only when the participant goes on the portal and elects to not receive a paper statement. Please note that some trustee banks charge fees for various services.*)

Flexible Spending Accounts

One component of our Section 125 Flexible Benefit Plan that offers convenient before-tax savings options is the Flexible Spending Account (FSA). We provide flexible spending accounts and a mobile app to participants at no charge to the County or its employees. Your employees determine a sum of money to set aside into an account on a pre-tax basis to cover the cost of qualified expenses associated with these three account options:

- **Medical Expense Reimbursement Accounts** that cover out-of-pocket health care costs like deductibles and co-pays.
- **Dependent Care Expense Reimbursement Account** allocations cover the cost of childcare or elder care to allow an employee and/or spouse to continue working. For this account, we provide record-keeping services to more than 40,000 flexible spending account participants. As an employer, you can expect us to provide the following:
 - Reconciliation of vouchers on accounts that have been properly funded, and claims processed as soon as possible with an average turnaround of three to five business days from the date all required claim information is received
 - Notification of remaining balances in accounts with each payment and at the end of the plan year
 - Monthly activity report to bookkeeper as requested
 - Monthly billing submitted to payroll and assistance with account reconciliation

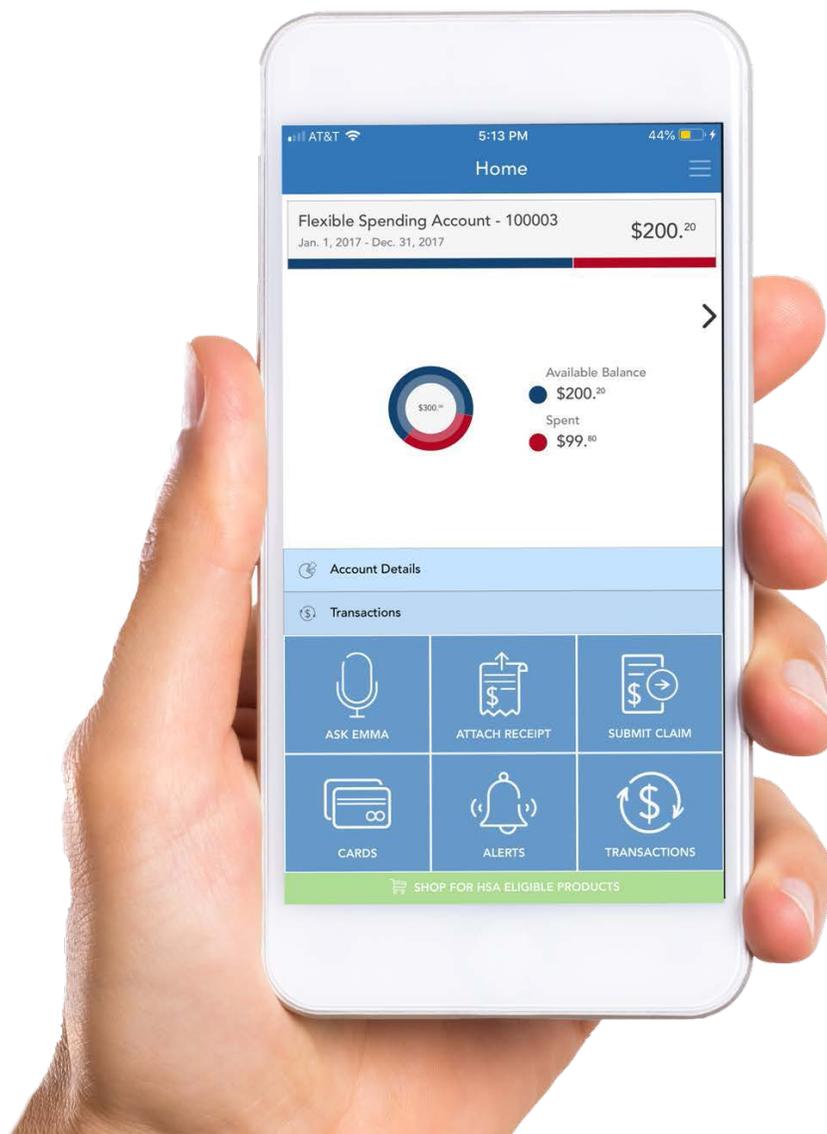
- **Limited Purpose Flexible Spending Account:** A Limited Purpose Flexible Spending Account (LPFSA) works together with a Health Savings Account to further maximize tax savings. By establishing an LPFSA, employees can save money on taxes by using the account for eligible dental and vision expenses while preserving HSA funds for other purposes. Funds can be accessed by submitting a claim or paying for expenses up front with a First Financial benefits card. If employees choose to submit a manual claim, reimbursement will be either mailed to them or directly deposited into their bank account.

Reimbursement Accounts Resources:

We offer the following extras for participants:

- **Interactive Voice Response:** When Flexible Spending Account and Health Savings Account participants need to quickly access account information on the go, they can use our Interactive Voice Response system. It is an automated phone system for participants to retrieve balance inquiries, report lost, stolen or damaged benefits cards and review transactions. There is also an option to be transferred to a customer service representative if the issue requires more personalized attention.
- **Online Store:** First Financial has partnered with the FSA Store and HSA Store to bring participants an easy to use online store to better understand and manage your reimbursement account. Participants can shop at the store for eligible items from bandages to wheel chairs and thousands of products in between, browse or search for eligible products and services using the Eligibility List, and visit the Learning Center to help find answers to questions.
- **Benefits Card:** Our convenient First Financial benefits card provides instant reimbursement, without your employees having to pay for their qualified expenses upfront and waiting for reimbursement. The benefits card can be used with Medical Flexible Spending Accounts, Dependent Day Care Accounts, Limited Purpose Flexible Spending Accounts and Health Savings Accounts. It reduces some paperwork and helps employees minimize the number of forfeitures at the end of a plan year.
- **Online Tools:** We are pleased to provide customized online resources to plan participants.
 - **Employee Benefits Center:** This is a custom website built specifically for your organization. It offers these great features:
 - Detailed information about benefits, voluntary product offerings, and employer programs
 - Section 125 Plan and Flexible Spending Account information
 - Important contact numbers and links
 - Downloadable forms and brochures

- **FSA and HSA Online Portal and Mobile App:** Flexible Spending Account (FSA) and Health Savings Account (HSA) participants can conveniently view their account information online using our online portal and mobile app.
 - **FSA Features:**
 - Account information
 - View card details and profile information
 - Submit FSA claims using an electronic claim form
 - View pending claims
 - Upload receipts and documentation
 - Receive alerts
 - Update direct deposit information
 - **HSA Features:**
 - Request distributions
 - Invest in HSA funds
 - Make additional contributions
 - Pay a provider or pay yourself
 - Download tax forms



COBRA

Submission Process: Your designated benefits administrator enters the termination in the enrollment platform to submit all necessary information to generate COBRA notifications for employee and dependent qualifying events such as:

- Voluntary or involuntary terminations (excluding gross misconduct)
- Reduction of hours
- Loss of dependent coverage due to the death of an employee
- Divorce
- A dependent child who no longer meets the eligibility criteria

Our Responsibility: Once the information is supplied by an employer, we assume the responsibility of COBRA administration by:

- Generating and mailing COBRA notifications
- Sending out notifications using certificates of mailing, while also supplying a record of when and to whom notifications are sent
- Supplying payment coupons to COBRA qualifiers who elect COBRA to track receipt of payment helping assure timely remittance and staying in compliance with the required time frame
- Contacting carriers to reinstate coverage and remit premium payments to the carriers
- Sending out termination letters due to non-payment of premium or the exhaustion of COBRA coverage
- Notifying carriers of changes and/or termination in coverage
- Sending out re-enrollment packets to active COBRA participants at plan renewals

Benefits Enrollment: Making the process easy for you and your employees

Our high-touch, high-tech philosophy is at the heart of our success. In our experience, we've noticed that customers are more at ease discussing personal insurance needs with a familiar face. We've also noticed they appreciate what technology has to offer – being able to review benefit options and enroll online at their convenience. With First Financial, you don't just get one or the other. We are there every step of the way to educate and assist, whether it's in person or online.

Our comprehensive enrollment services provide you with superior support. Your First Financial representatives are fully licensed, salaried, full-time employees of First Financial. For quality assurance purposes we do not use contract enrollment firms to staff our enrollments. Our staff will meet with your employees one to one and help determine what best meets their needs.

We provide employee benefit booklets at no charge to the County or its employees and will hold meetings and seminars to encourage education and engagement in the benefit plans offered to them. An employee benefit website (EBC) will be created for the County and link to the County's website if requested.

Our robust benefits administration system, FEnroll, allows both for online self-enrollment and for you and your employees to create and print enrollment confirmation statements. FEnroll records and retains all election entry information and dependent data. A benefit file of enrollment adds and changes is provided and can be uploaded into the payroll system after enrollment which alleviates the labor and concern of manually entered elections.

The system is available for open enrollment as well as adding new employees during the year. The online billing site is integrated with and updated by FEnroll with benefit changes daily. The system also sends the benefit elections to the carriers through the EDI process. This provides for the highest accuracy in administering your plan and allows us to give our customers the total benefit solution.



BENEFITS ENROLLMENT HIGHLIGHTS

- **Benefits Education:** Education is an important component of selecting the right benefits. There are a variety of options available to help educate your employees, so they can choose the plans that meet their needs.
- **Custom Benefits Website:** We create an online Employee Benefit Center that is filled with open enrollment details, benefit descriptions, product brochures, videos, and plan information.
- **On-site Group Meetings:** Your dedicated First Financial representative will visit your location to allow employees the opportunity to learn more and ask questions.
- **One-on-one Appointments:** Employees can request one-on-one appointments to meet with a First Financial representative and discuss the unique needs of their family to ensure they enroll in the right benefits.
- **New Employee Meetings:** We take time to meet with new hires to help them understand your benefits, answer questions, and explain how the enrollment process works.

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FEE SCHEDULE

SECTION 125 PLAN ADMINISTRATION & ENROLLMENT SERVICES

First Financial's Section 125 Plan Administration and Enrollment Services are no charge with the agreement that First Financial Capital Corporation will provide negotiated voluntary products on an exclusive basis during the enrollment.

The following services would be provided at no cost:

- Plan setup
- FFenroll Benefits Administration System
- Enrollment of all eligible employees into plan, including online enrollment system
- Unreimbursed Medical and Dependent Care Account Administration
- HSA Administration
- COBRA Administration
- Plan Documents and updates as needed
- Communication and enrollment materials
- Brochures
- Audiovisual materials
- Carrier File Integration

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AGENT AGREEMENT FOR
TAX QUALIFIED ACCOUNTS AND OTHER FINANCIAL PRODUCTS

In accordance with this Agent Agreement ("Agreement"), **FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia** ("Employer"), hereby appoints First Financial Administrators, Inc., a Texas Corporation, and its affiliated entity, First Financial Capital Corporation (together "FFA") to assist Employer in the evaluation, selection, service and marketing of all tax qualified accounts, pursuant to the provisions of the Internal Revenue Code of 1986, as amended ("IRC").

As the Agent of the Employer, FFA hereby represents and agrees to provide the following services:

1. Those Services described in that Agent for Voluntary Benefits Contract between Employer and FFA (the "Contract") to which this is attached during the Term of the Contract, consistent with the RFP, the County's General Terms and the Proposal (each attached to and defined in the Contract). Work closely with administrators and committees to determine the type of Financial Products that serve the employee's needs and are of the type identified in the RFP and are consistent with the Contract;
2. Assist administrators and committees in designing insurance company or financial product proposal specifications and solicit proposals from underwriters or providers of Financial Products;
3. Review, evaluate and analyze all proposals received from underwriters or providers of Financial Products and submit finding to administrators and committees;
4. Conduct annual surveys of Financial Products; performance and status to assure benefit products are competitive and that employees receive proper service;
5. Report any recommendations concerning possible improvement or changes in approved Financial Products or procedures to administrators and committees who are ultimately responsible for Financial Product selection and procedures;
6. Conduct meetings with all personnel on mutually agreed upon days to inform, answer questions and give presentations on the various Financial Products;

7. Counsel employees individually as to advantages and disadvantages of Financial Products used to fund tax deferred accounts.

The foregoing services provided by FFA are subordinate and subject to the ultimate control of the Employer; including, without limitation, the Employer's right to determine and select the specific Financial Products to be offered to its employees through payroll reduction to the extent permitted by law.

The term of the Agreement shall be the Term of the Contract, including any renewal(s) thereunder.

This Agreement may be terminated as permitted under the Contract. Default, automatic periods of renewal and extension, Term, and other general terms shall be governed under the same provisions as the Contract.

All notices and transmittals provided to be given under this Agreement shall be sent by certified or registered mail, addressed to the proper party at the following addresses, or at such other address as designated in writing and given to all parties hereto as provided In the Contract.

In consideration for the services performed by FFA pursuant to this Agreement, Employer will, except as otherwise required by applicable law, allow FFA and its affiliates the exclusive right to market to employees the Financial Products shown on Exhibit A selected by the Employer for payroll reduction. Employer acknowledges that FFA will receive third-party compensation for marketing Financial Products from the underwriters or vendors of such products. Employer Furthermore, to the extent that the facilities of a securities brokerage firm are required to provide services or Financial Products, Employer acknowledges and agrees that FFA may utilize First Financial Securities of America, Inc., and FINRA licensed securities broker/dealer and an affiliate of FFA, and its registered representatives; nothing herein is intended to limit any provisions or requirements of the Contract, the RFP, the Proposal, the County's General Terms, or applicable law. FFA shall act in good faith and in the best interests of the Employer and its employees in marketing the Financial Products to Employees. Notwithstanding any other provisions hereof, pursuant to the Contract and the RFP the County uses and will continue to use Ameriflex and FFAA acknowledges and understands the same..

[Signature page to follow.]

Witness the following duly executed signatures and seals as of the dates set forth below:

FIRST FINANCIAL CAPITAL CORPORATION

By: _____ (SEAL)

Print Name: **DAWSON SCHNAUTZ** Title: **PRESIDENT**

Date of Signature: _____

FIRST FINANCIAL ADMINISTRATORS, INC.

By: _____ (SEAL)

Print Name: _____

Date of Signature: _____

FLUVANNA COUNTY

By: _____ (SEAL)

Print Name: _____

Title: _____

Date of Signature: _____

EXHIBIT "A"
AGENT AGREEMENT

The Employer has retained First Financial Administrators, Inc./First Financial Capital Corporation ("FFA") as the exclusive agent of the Employer concerning the following type of Tax Qualified Accounts and other payroll deducted Financial Products collectively referred to in the foregoing Agreement as Financial Products:

SECTION 125

ENROLLMENT SUPPORT AGREEMENT

This Enrollment Support Agreement (this “Agreement”) is made between First Financial Administrators, Inc, a Texas corporation authorized to transact business in Virginia, and its affiliate, First Financial Capital Corporation, located at 11811 North Freeway Suite, 900, Houston, TX (collectively the “Company”) and FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia, located at 132 Main Street, Palmyra, VA 22963 (“Client”) effective the 1st day of July, 2020 (the “Effective Date”). Company and Client may be referred to herein as a “Party” or the “Parties” as the context requires.

Consistent with that Agent for Voluntary Benefits Service Contract between First Financial Administrators, Inc. and Client to which this Agreement is attached and made a material part of, the parties wish to enter into an arrangement where the Company shall provide open enrollment support to Client and in exchange, Client shall perform certain administrative functions, in each case as set forth herein. For mutual consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. ENROLLMENT SUPPORT.

- a) Company will provide open enrollment support to Client during mutually agreeable days and times and consistent with the requirements of the Contract, the RFP, the Proposal and the County’s General Terms (each as defined in the Contract) and as more particularly described herein (the “Services”).
- b) Company will provide its salaried account managers to Client and Client’s employees during the enrollment.
- c) Company will offer employees its voluntary insurance products and services, and any additional plans the Parties may mutually agree upon.
- d) Company shall use the data provided by Client to provide enrollment support, and shall use such data in accordance with the terms of this Agreement. The provisions, requirements, obligations, and representations of the parties contained in the Contract, RFP, Proposal and the County’s General terms are material provisions of this Agreement incorporated herein by reference.

2. CLIENT UNDERTAKINGS.

- a) Client hereby grants Company the exclusive right to offer to Client’s employees Company-approved, voluntary insurance products and services, and any additional plans the Parties may mutually agree upon.
- b) Client shall provide adequate working conditions (for example, building space for one-on-one benefit reviews) during enrollment meetings that support Company’s staff.
- c) Client shall provide such other reasonable cooperation and services to Company as may be mutually agreed to by and between the Parties.
- d) Client shall also provide to Company annual individual one-on-one access to Client’s employees for the offering of additional supplemental employee benefits (the “Benefits”) and ability to adequately communicate the supplemental plan

offerings through a jointly determined and approved enrollment process outlined below.

3. **ENROLLMENT PROCESS.**

- a) Company will individually see all benefit-eligible employees to educate them and introduce them to the enrollment system, as well as walk them through their enrollment in the time frame the Client deems acceptable.
- b) The online system will be accessible via an internet connection, and Company representatives can log on to FFEnroll via an authentication protocol.
- c) Company will re-enroll employees for Client's Section 125 plan, and concurrently Company will be able to offer employees its voluntary insurance programs that are currently available. Upon Client's request, Company will assist employees to enroll in Client's core insurance products selected by the employee.
- d) Company will be allowed to conduct group meetings at each site relating to enrollment and to assist employees who may need help in answering questions and/or to help enroll in the system.
- e) Client shall cooperate with Company in providing all information reasonably requested by Company in connection with providing services hereunder. Such information shall be provided at least 45 days in advance of the enrollment period whenever practicable.
- f) Client acknowledges and agrees that if, at any time during the term of this Agreement, it elects to utilize any of Company's other enrollment options or other services, additional documentation may be required at the time of such election.
- g) Client further agrees that to the extent specialized support is required to perform the Services, Company shall notify Client of any potential expenses for additional staffing or other resources (beyond those allotted to provide Services for the standard case).

4. **CLIENT DATA AND DATA SECURITY.**

- a. Under this Agreement, Company may access, receive, transmit, or maintain non-public data from or on behalf of Client and its employees (collectively, "Client Data"). Client Data shall be treated as confidential and protected as provided herein. Client is and will remain the owner of Client Data.
- b. Client hereby authorizes Company to use the Client Data to provide the Services; direct access to Client Data shall be limited to those representatives of Company who have a need to access Client Data in order to provide the Services.
- c. In connection with the Services, Company will provide certain data back to Client, which data will be based on the Client Data, but will contain updates based on information gathered from employees during Company's provision of Services.
- d. If Client's employees purchase Benefits from Company, Company will maintain certain fields of the Client Data necessary for the Benefits, along with some fields of Client Data for the provision of Section 125 services (this data shall be referred to herein as the "Service Data"; where applicable, Client Data and Service Data may be referred to collectively as "Data"). Client acknowledges that Company shall own the Service Data and shall be entitled to retain and use such Service Data in order to provide Benefits to Client employees. Company shall be entitled to use Service Data pursuant to the underlying agreements relating to the Benefits.

- e. Data shall be shared between Company and Client at agreed-upon times, and via agreed-upon secured file transfer protocol (SFTP). Under no circumstance will Data be shared via non-secure email.
- f. Company shall not share any Client Data with third Parties without written direction from Client, but may share Service Data where necessary to provide the Services or Benefits, provided that Company has entered into written agreements with any direct service provider (e.g., a third-party administrator) relating to data security that are no less stringent than this Agreement and the Business Associate Agreement attached to the Contract.
- g. Company shall utilize appropriate administrative, physical and technical security measures to protect the confidentiality and integrity of the Data, including, without limitation, securing its facilities, utilizing industry-accepted and modern security and network appliances, encryption of Data, current and applicable security patches, application scanning, vulnerability testing, virus protection measures, network and endpoint protection measures, intrusion detection and prevention, and access controls. Company shall conduct a risk assessment annually and will implement corrective action plans to correct issues that are identified. Company shall implement appropriate personnel security procedures and practices, including, but not limited to, conducting background checks consistent with applicable law and providing appropriate privacy and information security training to its employees. Upon Client's written request, Company shall make available executive summaries of Company's audit evidence annually.
- h. Company agrees that it will require individuals or entities working on behalf of Company in the provision of Services to comply with the provisions of this Agreement and shall provide training consistent with paragraph (g) to promote such compliance.
- i. Company and Client have either executed a Business Associate Agreement further addressing protections of Protected Health Information (as defined therein) (the "Business Associate Agreement") prior to the date hereof, or if they haven't executed a Business Associate Agreement, hereby incorporate the terms of the attached Business Associate Addendum attached hereto.

5. **INSURANCE**.

During the term of this Agreement, Company shall maintain the following insurance coverages (collectively, the "Insurance Policies"):

- a. Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence covering against bodily injury, property damage and personal and advertising injury liability arising out of the alleged or actual omission, act or negligence of Company in the performance of its obligations under this Agreement.
- b. Cyber Liability insurance with limits of no less than \$5,000,000 per occurrence to cover damages sustained by a third party from the unauthorized access to or theft of Data and the unauthorized disclosure or use of personally identifiable information in connection with this Agreement. Such cyber liability policy shall cover consumer notification expenses, credit monitoring costs and any other

liability, loss or expense of any nature whatsoever arising out of or related to the unauthorized access to or theft of Data and the unauthorized disclosure or use of personally identifiable information connected, in whole or part, to this Agreement.

6. CLIENT RESPONSIBILITY FOR ACCURACY OF INFORMATION.

CLIENT SHALL BE FULLY RESPONSIBLE FOR THE ACCURACY OF CLIENT DATA AND ANY OTHER INFORMATION OR REPORTS IT PROVIDES TO COMPANY. COMPANY SHALL RELY ON THE ACCURACY OF SUCH CLIENT DATA IN THE PERFORMANCE OF SERVICES HEREUNDER. ACCORDINGLY, COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, DAMAGES OR LOSSES ARISING FROM OR RELATING TO CLIENT'S PROVISION OF INACCURATE CLIENT DATA TO COMPANY.

7. RELEASE OF DATA TO THIRD PARTIES.

IN THE EVENT THAT CLIENT INSTRUCTS COMPANY TO RELEASE ANY CLIENT DATA TO THIRD PARTIES (TO CLIENT'S CONSULTANT OR OTHER INSURANCE CARRIERS, FOR EXAMPLE), CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED CONSENTS AND COMPLIANCE MATTERS, INCLUDING BUT NOT LIMITED TO PUTTING IN PLACE APPROPRIATE AGREEMENTS REQUIRING THE THIRD PARTIES TO ADEQUATELY SAFEGUARD CLIENT DATA. CLIENT AGREES COMPANY IS NOT LIABLE FOR A CLAIM THAT ARISES FROM OR IS RELATED TO RELEASE OF SUCH INFORMATION TO THE THIRD PARTY OR FROM ANY NEGLIGENT ACTIONS AND/OR OMISSIONS OF THE THIRD PARTY.

8. CONFIDENTIALITY.

Company acknowledges that it will have access to and receive disclosure of certain confidential or proprietary information of Client and Client's employees, including, but not limited to business discussions and deliberations, marketing strategy and business plans, compliance-related information, network transmissions and other trade secrets (collectively, the "Proprietary Information"). Company shall use Proprietary Information only to provide the Services, and Company shall not disclose Proprietary Information to unauthorized third parties and shall not use or disclose the Proprietary Information after the termination of the business relationship between Company and Client. Company shall return or destroy any Proprietary Information in its possession within thirty (30) days of the termination of the relationship between Client and Company. The obligations in this Section 8 are in addition to the obligations relating to Protected Health Information (as defined by HIPAA) set forth in the Business Associate Agreement executed by Company and Client. Notwithstanding the foregoing, Proprietary Information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this paragraph may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the non-breaching party. Nothing contained herein shall be construed as prohibiting either Party from pursuing any remedy available to it for a breach or threatened breach of this section. This provision shall survive the termination of this Agreement.

9. **COMPLIANCE WITH LAWS.**

In its performance of the Services, Company will comply with all applicable federal and state and local laws, statutes, ordinances, and regulations.

10. **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF COMPANY FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES UNDER THE CONTRACT DURING THE TERM PRIOR TO SUCH CLAIM OR THE DATE THAT THE CLAIM IS DISCOVERED IF LATER, OR ANY AMOUNT PAID UNDER THE INSURANCE POLICIES, WHICHEVER AMOUNT IS GREATER. COMPANY WILL NOT BE LIABLE FOR DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, OR LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT. LIABILITY OF COMPANY FOR FAILURES RELATED TO ELECTRONIC COMMUNICATIONS, SPYWARE, VIRUSES OR CORRUPTION SHALL BE LIMITED TO DAMAGES DIRECTLY CAUSED BY WILLFUL MISCONDUCT OR THE NEGLIGENT ACTIONS OR OMISSIONS OF THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES. THE LIMITATIONS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **TERM; EFFECT OF TERMINATION.**

the Term of this Agreement shall be the same as defined under the Contract. Either Party may terminate this Agreement at any time for any reason by providing a written notice of 30 days to the other party. Either Party may also terminate the Agreement for a material breach of this Agreement that remains uncured 30 days after written notice of the breach to the breaching Party. Upon termination of this Agreement, upon Client's request, Company shall destroy any Client Data that is not Service Data; *provided, however*, that Client acknowledges that if such destruction is requested, Company's ability to offer Services in the future may require additional disclosures of Client Data for later enrollments.

12. **MISCELLANEOUS.**

- a. **No Joint Venture.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employment or agency relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- b. **Changes to Laws or Regulations; Force Majeure.** This Agreement and the obligations of the Parties shall be subject to modification to comply with applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either Party have any claim against the other for failure of performance if such failure of performance is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

- c. Services Provided to the Extent Permitted. The Services shall be provided to the extent permitted by law. Company does not provide tax or legal advice, and the Client must retain licensed professionals in order to obtain such advice.
- d. Notice. See Notice Provision under Contract which applies to this Agreement.
- e. Governing Law. See Contract and the County's General Terms Incorporated therein.
- f. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties.
- g. Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- h. Amendment. This Agreement may not be amended except by written instrument signed by the Parties.
- i. No Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party who is so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof.
- j. Rights are Cumulative. The rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- k. No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- l. Headings. The headings used herein are for convenience only and shall not aid in interpretation of any term of the Agreement.
- m. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Agreement by either of the Parties tendered via delivery of a PDF, facsimile or other reliable electronic delivery shall be binding as if they were originals.
- n. No Third-Party Beneficiaries. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.

IN WITNESS WHEREOF, the duly authorized Parties have executed and sealed this Enrollment Support Agreement as of the date written above.

FIRST FINANCIAL CAPITAL
CORPORATION

FLUVANNA COUNTY

By: _____(SEAL)
Name: Sherrie Pruitt
Title: Vice President

By: _____(SEAL)
Name:
Title:

First Financial Administrators, Inc.

By: _____(SEAL)

NAME: _____

TITLE: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is by and between **FLUVANNA COUNTY** located at 132 Main St, Palmyra, VA 22963 (hereafter “Covered Entity”) and **FIRST FINANCIAL ADMINISTRATORS, INC. and FIRST FINANCIAL CAPITAL CORPORATION**, located at 11811 North Fwy, Suite 900, Houston, TX 77060 (each hereafter a “Business Associate”).

WHEREAS, Business Associate may during the performance of certain of their business activities with Covered Entity have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity and its employees, offices, members, directors and personnel in connection with services to be provided by Business Associate to Covered Entity from time to time; and

WHEREAS, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate’s use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

WHEREAS, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

NOW THEREFORE, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

1. EFFECTIVE DATE. This Agreement shall be effective as of the last date that this Agreement is executed by Covered Entity or Business Associate with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

Specific definitions:

Breach. “Breach” means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

- a) *Electronic Health Record.* “Electronic Health Record” shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- b) *Designated Record Set.* “Designated Record Set” shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- c) *HHS.* “HHS” means the U.S. Department of Health and Human Services.
- d) *HIPAA Rules.* “HIPAA Rules” means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.
- e) *HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- f) *Limited Data Set.* “Limited Data Set” shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).
- g) *Privacy Rule.* “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- h) *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- i) *Required By Law.* “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103. In general, Required by Law means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- j) *Secretary.* “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.
- k) *Security Incident.* “Security Incident” means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- l) *Security Rule.* “Security Rule” means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.

- m) *Standard Transactions Rule*. “Standard Transactions Rule” means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.
- n) *Unsecured Protected Health Information*. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
 - 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
 - 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:

1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b) make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.
2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
 - i. treatment, payment, or Covered Entity's health care operations;
 - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
 - iii. to persons involved in that individual's health care or payment for health care;
 - iv. for national security or intelligence purposes;
 - v. to law enforcement officials or correctional institutions regarding inmates; or
 - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;

- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the County Administrator and County Attorney of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
 - 1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
 - 2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved)

and whether any such information was Unsecured Protected Health Information;

3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;
 4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
 5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
- i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
- j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however,* that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals

a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.

- k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:
 1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
 2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
 3. uses any code or data elements that are either marked “not used” in the Standard Transactions Rule’s implementation specifications or are not in the Standard Transaction Rule’s implementation specifications (45 CFR § 162.915 (c)); and
 4. changes the meaning or intent of any of the Standard Transactions Rule’s implementation specifications (45 CFR § 162.915(d)).
- l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.
- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate,

provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities if:
 - 1. The disclosure is Required by Law; or
 - 2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such Protected Health Information that such person or organization shall:
 - i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. TERM AND TERMINATION

- a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:
1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
 2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

- c) *Effect of Termination.*
1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
 2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such

Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. MISCELLANEOUS

- a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.
- b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.
- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, non-exclusive and nontransferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the

implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.

- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.
- h) *Severability.* To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) ("Effect of Termination") of this Agreement shall survive the termination of this Agreement.
- j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third-Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

Witness the following duly authorized signatures and seals:

**AGREED:
COVERED ENTITY:
FLUVANNA COUNTY**

**BUSINESS ASSOCIATE:
FIRST FINANCIAL
ADMINISTRATORS, INC.**

Address:
Main St
Palmyra, VA 22963

Address:
North Fwy, Suite 900
Houston, TX 77060

_____(SEAL)
Signature

_____(SEAL)
Signature

Name

Sherrie Pruitt
Name

Title

President
Title

Date

Date

**FIRST FINANCIAL
CAPITAL CORPORATION**

Address:
11811 North Fwy
Suite 900
Houston, TX 77060

Signature

Dawson Schnautz
Name

President
Title

Date

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions: The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$50,000

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

- 1. Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies held by the employer: (See Section V of the Plan Document)

Eligibility Requirements for Participation, if different than Item C.

- 2. Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies held by the employer: (See Section VI of the Plan Document)

Eligibility Requirements for Participation, if different than Item C.

- 3. Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies held by the employer: (See Section V of the Plan Document)

Eligibility Requirements for Participation, if different than Item C.

- 4. Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies held by the employer: (See Section V of the Plan Document)

Eligibility Requirements for Participation, if different than Item C.

- 5. Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies held by the employer: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ per Plan Year

Maximum Contribution - \$ Annual maximums allowable by the IRS Code Section 129 or Prorated Amount for Short Plan Year.

Recordkeeper: **Ameriflex**

Eligibility Requirements for Participation, if different than Item C.

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ per Plan Year

Maximum Coverage - \$ Annual maximums allowable by the IRS Code Section 125 (i) 1 or Prorated Amount for Short Plan Year.

Recordkeeper: **Ameriflex**

Restrictions:

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **is** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **is not** elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) is elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan does permit contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **Ameriflex**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Virginia. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia

Witness: _____

By: _____

Title: _____

Title: _____

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- | | | |
|-------|----------------------|---|
| 2.01 | Administrator | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable). |
| 2.02 | Beneficiary | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death. |
| 2.02A | Carryover | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5). |
| 2.03 | Code | Internal Revenue Code of 1986, as amended. |
| 2.04 | Dependent | Any of the following:
(a) <u>Tax Dependent</u> : A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- 2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.
- 2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 **ENROLLMENT**: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 **TERMINATION OF PARTICIPATION**: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.05 **SEPARATION FROM SERVICE**: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.06 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT**: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

- 4.01 **EMPLOYER CONTRIBUTIONS**: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 **IRREVOCABILITY OF ELECTIONS**: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) **Change in Status**. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) **Special Enrollment Rights**. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant

may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled."

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount,

(ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

- 4.07 **MAXIMUM EMPLOYER CONTRIBUTIONS:** With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02 **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 **SECTION 105 AND 106 PLAN:** It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 **PURPOSE:** This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated

for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in

which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

“(a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.”

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, ‘Grace Period’ shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior

Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 **QUALIFIED RESERVIST DISTRIBUTIONS:** Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- (a) **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - (b) **Maximum Benefit.** The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
 - (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
 - (d) **Claim Procedure.** In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the

Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- (a) "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- (b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
 - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical

Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which ~~is~~ means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE**: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS**: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES**: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant’s or Dependent’s gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 **PLAN NOT CONTRACT OF EMPLOYMENT**: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 **NON-ASSIGNABILITY**: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 **SEVERABILITY**: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 **CONSTRUCTION**:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 1214

**THIRD-PARTY ADMINISTRATOR AGREEMENT FOR
TAX QUALIFIED ACCOUNTS AND OTHER FINANCIAL PRODUCTS**

This Third-Party Administrator Agreement ("Agreement") is made by and between First Financial Administrators, Inc., a Texas Corporation, ("FFA") and **FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia** ("Employer" or "Sponsor") effective **JULY 1, 2020**.

WHEREAS, FFA provides administrative services with respect to tax qualified employee benefit accounts ("Tax Qualified Accounts") which are permitted pursuant to the Internal Revenue Code of 1986, as amended ("IRC"), and other payroll deducted financial products (the Tax Qualified Accounts and such other financial products are hereinafter referred to collectively as "Financial Products");

WHEREAS, Employer may have Financial Products; and

WHEREAS, Employer desires to hire FFA as Third Party Administrator for its voluntary benefits consistent with that Agent for Voluntary Service Contract (the "Contract") between Employer and FFA to which this Agreement is attached and made a part of, to provide administrative services with respect to Employer's Financial Products listed on Exhibit "A", and FFA desires to perform such services for Employer.

NOW, THEREFORE, FFA AND EMPLOYER AGREE AS FOLLOWS:

1. Administrative Services. FFA shall provide the specific administrative services requested by the Employer as stated on Exhibit A, and as required under the Contract, or the RFP or Proposal (as each is defined under the Contract). All services rendered hereunder shall be consistent with the provisions, requirements and obligations of the Contract, the RFP and the Proposal. FFA shall also:
 2. Permit officials of Employer to inspect the books and records of FFA, upon written request, to assure that Employer's funds are appropriately handled and disbursed.
 3. Assist Employer in establishing a uniform system for processing Financial Products.
 4. Maintain the confidentiality of all information received from the Employer.
- B. As applicable to FFA services stated in Exhibit A, the Employer shall:

1. Determine and select, in its sole discretion and to the extent permitted by law, the specific financial products to be offered to employees as Financial Products.
2. Provide FFA with guidance when necessary to determine the eligibility of employees to participate in Financial Products.
3. Determine and select, in its sole discretion and to the extent permitted by law, agents to market and enroll employees as participants in Financial Products.
4. Provide such information to FFA as is necessary for FFA to process Financial Products.
5. Provide FFA with assistance, if requested, in the preparation of any annual reports concerning Financial Products required to be filed with the Internal Revenue Service or Department of Labor.
6. Require all providers or underwriters of Financial Products to sign a suitability and hold harmless agreement to relieve Employer of potential liability for Financial Products of such providers or underwriters.
7. Establish a uniform system for administration of Financial Products and require that the employees of the Employer and providers or underwriters of Financial Products, their agents and employees, use the forms and follow procedures of such system.
8. In no event shall any member of the Board of Supervisors, any officer, or their agents or employees ever be held individually liable for this Agreement, any activities associated herewith, or breach thereof; including but not limited to any Administrator and/or the Employer in whole. The responsibility of the Employer is that of a contractual obligation consisting of forwarding payroll deductions of the employees' eligible monthly deferral amounts.

II. Compensation.

Employer shall pay to the order of FFA the compensation described in Exhibit "B", attached hereto and incorporated herein and made a part hereof by reference, for the services performed by FFA pursuant to this Agreement.

III. Duration and Termination.

- A. This Agreement shall be coextensive with the Term as defined in the Contract. The Agreement may be terminated and renewed as set out in the Contract.
- B. All notices and transmittals provided to be given under this Agreement shall be sent as required under the Contract.
- C. This Agreement revokes, supersedes and replaces any prior existing Third-Party Administrator Agreements entered into by these parties or parties affiliated with these parties.

IV. Additional Terms.

FFA hereby agrees to abide by the provisions of Sections 4151.101 through 4151.117 of the Texas Insurance Code, incorporated herein and made a part thereof by reference and attached hereto as "Exhibit C" and all other applicable law; but this does not change any governing law, venue or other related requirements and provisions of the Contract which control. FFA has no underwriting authority to accept or reject risks. The provisions, requirements and other general terms of the Contract are incorporated herein by reference.

Witness the following duly authorized signatures and seals as of the dates set forth below:

FIRST FINANCIAL ADMINISTRATORS, INC.

By: _____(SEAL)

Print Name: **SHERRIE PRUITT** Title: **PRESIDENT**

Date of Signature: _____

FLUVANNA COUNTY GOVERNMENT

By: _____(SEAL)

Print Name: _____

Title: _____

Date of Signature: _____

EXHIBIT "A"
THIRD PARTY ADMINISTRATOR AGREEMENT
(ADMINISTRATIVE/COMPLIANCE SERVICES)

The Employer has retained First Financial Administrators, Inc. ("FFA") to provide administrative services concerning the following types of Tax Qualified Accounts and other payroll deducted financial products collectively referred to in the foregoing Agreement as "Financial Products" as more specifically described in the Contract and RFP:

SECTION 125 ADMINISTRATION
COBRA ADMINISTRATION
ONLINE CONSOLIDATED BILLING SERVICE
ONLINE ENROLLMENT SYSTEM

Unless specifically limited below, FFA shall provide the following services in regard to the Financial Products designated above:

1. Assure that the Tax Qualified Accounts comply with IRC and rules of Employer, including but not limited to reviewing salary reduction agreements and Financial Products disclosure statements and applicable law;
2. Process and service all existing and future payroll reductions for Financial Products;
3. Allow Employer's payroll department to submit one payment monthly to FFA for all payroll reductions/deductions for Financial Products. FFA and Employer agree that Employer shall promptly process all proper payroll reductions/deductions and make transfers of the total amount to be disbursed by FFA for each Employer pay period;
4. FFA shall disburse the funds received from the Employer to the providers or underwriters of Financial Products within two normal business days after receipt. FFA agrees to be responsible for lost interest, if any, on funds received from the Employer that are held by FFA for more than two normal business days, but FFA shall not be liable for any interest or other damages for funds that it has not received or that result from acts or omissions of any other party or person not employed by FFA.
5. In the case of existing "grandfathered" insurances on payroll, FFA can include those premiums on the consolidated billing; however, we cannot be responsible or liable for customer service functions, including premium changes and billing revisions.

**EXHIBIT “B”
THIRD PARTY ADMINISTRATOR AGREEMENT**

First Financial Administrators, Inc. (FFA) shall provide the services described in the attached Agreement at no charge to the Employer or Employees, with the following exception:

First Financial Administrators, Inc. (FFA) shall provide COBRA Administration services described in the attached Agreement for 2% (two per-cent) of the total allowable COBRA premium of 102% which cost is passed through to COBRA-covered individual.

EXHIBIT "C"

§ 4151.101. WRITTEN AGREEMENT WITH INSURER OR PLAN SPONSOR REQUIRED.

An administrator may provide services only under a written agreement with an insurer or plan sponsor.

§ 4151.102. CONTENTS OF WRITTEN AGREEMENT.

(a) The written agreement must include each requirement prescribed by this subchapter except for a requirement that does not apply to any function the administrator performs.

(b) If a policy or plan document is issued to a trustee, a copy of the trust agreement and any amendment to that trust agreement becomes part of the written agreement.

(c) The written agreement may not contain a provision that unreasonably restricts the availability to a plan participant of an individual life, health, or accident policy or annuity through an agent selected by the plan participant.

§ 4151.103. RETENTION OF WRITTEN AGREEMENT; INSPECTION BY COMMISSIONER.

(a) During the term of the written agreement, the administrator and the insurer, plan, or plan sponsor shall retain a copy of the agreement as part of their official records.

(b) On written request by the commissioner, the administrator shall make the written agreement available for inspection by the commissioner or the commissioner's designee.

(c) Information the commissioner or the commissioner's designee obtains from the written agreement is confidential and may not be made available to the public. An employee of the department may examine the information in exercising powers and performing duties under this chapter.

§ 4151.104. NOTICE OF USE OF ADMINISTRATOR'S SERVICES.

If an insurer, plan, or plan sponsor uses the services of an administrator, the administrator shall give written notice to each insured or plan participant of the administrator's identity and the relationship among the administrator and the insurer, plan, or plan sponsor and the insured or plan participant. The insurer, plan, or plan sponsor must approve the notice before the notice is distributed.

§ 4151.105. PAYMENTS TO ADMINISTRATOR.

(a) If an insurer, plan, or plan sponsor uses the services of an administrator:

(1) a payment of a premium or contribution to the administrator by or on behalf of an insured or plan participant is considered to have been received by the insurer, plan, or plan sponsor; and

(2) a payment of a return premium, contribution, or claim to the administrator by the insurer, plan, or plan sponsor is not considered payment to the insured, plan participant, or claimant until the insured, plan participant, or claimant receives the payment.

(b) This section does not limit a right of an insurer, plan, or plan sponsor against the administrator resulting from the administrator's failure to make a payment to an insured, plan participant, or claimant.

§ 4151.106. CERTAIN FUNDS COLLECTED OR RECEIVED BY ADMINISTRATOR.

(a) An administrator who collects funds must identify and state separately in writing the amount of any premium or contribution specified by the insurer, plan, or plan sponsor for the coverage and provide the information to any person who pays to the administrator a premium or contribution.

(b) An administrator holds in a fiduciary capacity:

- (1) a premium or contribution the administrator collects on behalf of an insurer, plan, or plan sponsor; and
- (2) a return premium the administrator receives from an insurer, plan, or plan sponsor.

§ 4151.107. DELIVERY OR DEPOSIT OF CERTAIN FUNDS RECEIVED BY ADMINISTRATOR.

(a) On receiving a premium, contribution, or return premium, an administrator shall:

- (1) timely deliver the funds to the person entitled to the funds according to terms of the written agreement; or
- (2) promptly deposit the funds in a fiduciary bank account established and maintained by the administrator.

(b) If premiums or contributions deposited in a fiduciary bank account were collected on behalf of more than one insurer, plan, or plan sponsor, the administrator shall:

- (1) maintain records that clearly record separately the deposits to and withdrawals from the account on behalf of each insurer, plan, or plan sponsor; and
- (2) on request of an insurer, plan, or plan sponsor, provide to the insurer, plan, or plan sponsor a copy of the records relating to deposits and withdrawals on behalf of that insurer or plan.

(c) The requirements of Subsection (b):

- (1) are in addition to requirements of any other federal or state law; and
- (2) do not authorize the commingling of funds if otherwise prohibited by law.

§ 4151.108. WITHDRAWALS FROM FIDUCIARY ACCOUNT.

A withdrawal from a fiduciary bank account established under Section 4151.107 may be made only as provided in the written agreement for any of the following purposes:

- (1) delivery to an insurer, plan, or plan sponsor entitled to payment;
- (2) deposit in an account controlled and maintained in the name of the insurer, plan, or plan sponsor;
- (3) transfer to and deposit in a claims payment account for payment of a claim as provided by Section 4151.111;
- (4) payment to a group policyholder for delivery to the insurer entitled to payment;
- (5) payment to the administrator of the administrator's commission, fees, or charges;
- (6) delivery of a return premium to any person entitled to payment; or
- (7) payment of a premium for stop-loss or excess loss insurance.

§ 4151.109. PAYMENT OF CLAIMS FROM FIDUCIARY ACCOUNT PROHIBITED.

An administrator may not pay a claim from a fiduciary bank account established under Section 4151.107.

§ 4151.110. UNDERWRITING STANDARDS.

If an administrator has the authority to accept or reject a risk, the written agreement must address underwriting or other standards of the insurer or plan.

§ 4151.111. ADJUDICATION OF CLAIMS.

- (a) An administrator shall adjudicate a claim not later than the 60th day after the date on which the administrator receives valid proof of loss in connection with the claim.
- (b) The administrator shall pay each claim on a draft authorized by the insurer, plan, or plan sponsor in the written agreement.

§ 4151.112. MAINTENANCE OF BOOKS AND RECORDS.

- (a) An administrator shall maintain at the administrator's principal administrative office adequate books and records of each transaction in which the administrator engages with an insurer, plan, plan sponsor, insured, or plan participant.
- (b) The administrator shall maintain the books and records:
 - (1) until the fifth anniversary of the end of the term of the written agreement to which the books and records relate; and
 - (2) in accordance with prudent standards of insurance recordkeeping.

§ 4151.113. ACCESS TO BOOKS AND RECORDS.

- (a) For the purpose of examination, audit, and inspection, the administrator shall provide to the commissioner and the commissioner's designee access to the books and records maintained as required by Section 4151.112.
- (b) A trade secret, including the identity and address of a policyholder or certificate holder, is confidential, except the commissioner may use that information in a proceeding against the administrator.
- (c) An insurer, plan, or plan sponsor is entitled to continuing access to the books and records sufficient to permit the insurer, plan, or plan sponsor to fulfill a contractual obligation to an insured or plan participant. The right provided by this subsection is subject to any restriction included in the written agreement relating to the parties' proprietary rights to the books and records.

§ 4151.114. DISPOSITION OF BOOKS AND RECORDS ON TERMINATION OF WRITTEN AGREEMENT.

On termination of the written agreement, an administrator may fulfill the requirements of Sections 4151.112 and 4151.113 by:

- (1) delivering the books and records:
 - (A) to a successor administrator; or
 - (B) if there is not a successor administrator, to the insurer, plan, or plan sponsor; and
- (2) giving written notice to the commissioner of the location of the books and records.

§ 4151.115. CONFIDENTIALITY OF PERSONAL INFORMATION.

- (a) Information that identifies an individual covered by a plan is confidential.
- (b) During the time information described by Subsection (a) is in an administrator's custody or control, the administrator shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of the plan.
- (c) The administrator shall disclose information described by Subsection (a) only:
 - (1) in response to a court order;
 - (2) for an examination conducted by the commissioner under this chapter;
 - (3) for an audit or investigation conducted under the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.);
 - (4) to or at the request of the insurer or plan sponsor; or
 - (5) with the written consent of the identified individual or the individual's legal representative.

§ 4151.116. ADVERTISING.

Before an administrator uses advertising relating to business underwritten by an insurer, plan, or plan sponsor, the insurer, plan, or plan sponsor must approve use of the advertising.

§ 4151.117. COMPENSATION OF ADMINISTRATOR.

An administrator's compensation may be determined:

- (1) as a percentage of the premiums or charges the administrator collects or the amount of claims the administrator pays or processes; or
- (2) on another basis as specified in the written agreement.

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

TAB E

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors April 1, 2020 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, April 1, 2020, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for April 1, 2020.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
April 1, 2020
Regular Meeting 4:00pm – Morris Room
Work Session, 7:00pm – Morris Room**

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
 Tony O’Brien, Rivanna District, Vice Chair
 Mozell Booker, Fork Union District (via telephone conference call) *
 Patricia Eager, Palmyra District (via telephone conference call) *
 Donald W. Weaver, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
 Fred Payne, County Attorney
 Caitlin Solis, Clerk for the Board of Supervisors

**Due to health concerns, Mrs. Booker and Mrs. Eager are attending the meeting via phone conference call.*

- *Mozell Booker, (Calling from 258 Bass Lane)*
- *Patricia Eager, (Calling from 1107 Mechum Creek Drive)*

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

At 4:01 pm, Chair Sheridan called to order the Regular Meeting of April 1, 2020.
 After the recitation of the Pledge of Allegiance, a moment of silence was observed.

- Fred Payne noted that that the Board of Supervisors has a quorum present with Mr. Sheridan, Mr. O’Brien and Mr. Weaver. Mrs. Eager and Mrs. Booker are participating via teleconference. Mr. Payne suggested proceeding with the in-person quorum for the first three items on the agenda. After that, the meeting can be held as a being authorized under the Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster. He also suggested ratifying the actions taken at the previous meeting.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the April 1, 2020 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Absent	Absent	Yes	Yes	Yes
RESULT:	3-0				

7 - ACTION MATTERS

Resolution Authorizing the Adoption of Procedures for Electronic Public Meetings and Public Hearings to Ensure the Continuity of Government during the COVID-19 Pandemic Disaster – Eric Dahl, County Administrator

In order to maintain Fluvanna County Government operations during the COVID-19 pandemic disaster, a resolution adopting procedures for electronic public meetings and public hearings is proposed to ensure the continuity of government.

MOTION:	Adopt the Resolution entitled “Resolution Authorizing the Adoption of Procedures for Electronic Public Meetings and Public Hearings to Ensure the Continuity of Government During the COVID-19 Pandemic Disaster.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Absent	Absent	Yes	Yes	Yes
RESULT:	3-0				

Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster – Eric Dahl, County Administrator

During the COVID-19 emergency and in the event there is not a physical quorum for a Board of Supervisors meeting, staff is recommending to approve an emergency ordinance under Virginia Code 15.2-1413, which makes virtual/telephone meetings during a disaster allowed for the "continuity of government" and also matters

directly related to the emergency. There are certain functions of government that must still proceed and this will allow for continuity of government.

This will not allow for all normal business matters of the County to be handled, but for matters that are necessary for continuity of government functions and related to the emergency.

Under Virginia Code 15.2-1413, such can be done notwithstanding any contrary provision of law (such as FOIA). But meetings should be as public as possible under the circumstances, such as streaming, conference call, etc.

This Emergency Ordinance shall remain in full force and effect for a period of 60 days, unless amended, rescinded or readopted by the Board in conformity with the notice provisions set forth in Virginia Code §15.2-1427 and 15.2-1413, but in no event shall such ordinance be effective for more than 6 months.

MOTION:	Adopt the Ordinance entitled “Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Absent	Absent	Yes	Yes	Yes
RESULT:	3-0				

Resolution Authorizing the Adoption of the Temporary Emergency Amendment to Employee Leave Policy – Jessica Rice, HR Manager

- 1) The County’s Personnel Policy currently outlines procedures for accruing and using sick leave in accordance with EEOC, ADA, FLSA, and other wage and hour laws, as well as the State retirement plan provisions.
- 2) In response to the COVID-19 pandemic, President Trump signed the Families First Coronavirus Preparedness Act, which includes provisions for 80 hours of paid Emergency Sick Leave, for employees who become ill, or have been exposed to someone who is ill as a result of the coronavirus. The County is amending this provision, allowing for 84 hours of leave for Law Enforcement and E911 personnel to equally cover 14 days of their scheduled base hours. As per the Act, these provisions are effective for April 2, 2020 through June 30, 2020.
- 3) For the dates of March 15, 2020 through April 1, 2020, employees who are required to not work in accordance with CDC guidelines relating to the coronavirus pandemic, shall be granted paid Emergency Sick Leave equal to their regularly scheduled hours for any time missed.
- 4) Employees will adhere to prescriptive guidelines regarding medical care and health and hygiene, as well as procedural requirements for County operations.
- 5) Employees who exhausted their allotted paid emergency sick leave, will be required to draw from their own sick leave or accrued annual leave if needed.

MOTION:	Approve the resolution titled “A RESOLUTION FOR A TEMPORARY EMERGENCY AMENDMENT TO EMPLOYEE LEAVE POLICY”, effective March 15, 2020 through June 30, 2020, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Absent	Absent	Yes	Yes	Yes
RESULT:	3-0				

- Mr. Dahl made note, from this point forward Mrs. Booker and Mrs. Eager are able to participate and vote in the meeting.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

- Census Day: <https://my2020census.gov/>
Will help determine how hundreds of billions of dollars in federal funding flow into communities every year for the next decade (transportation, schools and other funding).
- Zion Crossroads Elevated Storage Tank
Painting has begun!

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Apr 8	7:00 PM	BOS Special Meeting- Public Hearing for FY21 Budget & CY20 Tax Rate	Morris Room
Wed	Apr 15	7:00 PM	BOS Regular Meeting - Adopt FY21 Budget & CY20 Tax Rate	Morris Room
Wed	Apr 22	7:00 PM	BOS Special Meeting - TBD - Adopt FY21 Budget & CY20 Tax Rate	Morris Room
Wed	May 6	4:00 PM	BOS Regular Meeting	Morris Room
Wed	May 20	7:00 PM	BOS Regular Meeting	Morris Room

- Mrs. Booker commented on the Census. She also praised the non-profit organizations in the area for maintaining all the good they do in the community during the health crisis.

5 - PUBLIC COMMENTS #1

At 4:30pm, Chair Sheridan opened the first round of Public Comments.

- Patty Reynard, Broken Island, submitted comments electronically and asked if the Board of Supervisors can try to keep the tax rate as low as possible to help Fluvanna County citizens during the COVID-19 hardship.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:30pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

FY20 Bank Franchise Tax Refund for Branch Banking and Trust Company for Tax Years 2012-2014 – Mary Anna Twisdale, Director of Finance

- Fluvanna County receives Bank Franchise Tax Revenue through the State of Virginia each year
- Branch Banking and Trust filed revised Bank Franchise Tax returns for tax years 2012-2014
- The Virginia Department of Taxation concluded overpayment of State Bank Franchise Taxes must be refunded to BB&T for tax years 2012-2014
- Localities will be responsible for refunding the local portion of the Bank Franchise Taxes to BB&T directly
- The Determination has been reviewed by our County Attorney

MOTION:	Approve a budget transfer from the FY20 BOS Contingency to the FY20 Board of Supervisors budget for a BB&T Bank Franchise Tax Refund in the amount of \$32,954 for the tax years 2012-2014 per the Commonwealth of Virginia Department of Taxation.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY21 Employee Health Insurance Plan – Jessica Rice, HR Manager

- 1) In response to large insurance premium increases year after year, and minimal leverage for negotiations, the County solicited health insurance proposals from our current carrier Cigna, Benefit Plan Administrators Inc. (BPA), and The Local Choice/Anthem (TLC) for FY21.
- 2) Cigna proposed a total premium increase of 19.47%, BPA proposed a 1.3% increase, and TLC proposed a 21.74% decrease from our current rates.
- 3) Our current health insurance plan, through Cigna, offers 4 tiers of dependent coverage with 3 different deductible options. On this health plan, employees may select dental and vision coverage independent from their health insurance coverage.
- 4) The TLC plan bundles a health insurance, dental and vision plan and provides the same 3 different deductible options. However, TLC only offers 3 tiers of dependent coverage.
- 5) If the BOS decides not to renew the Cigna insurance contract for FY21 and elects the TLC program, the total cost of insurance would be reduced by approximately \$357,000 and the BOS would set employee premium rates during FY21 budget adoption.

MOTION:	Approve discontinuation of Fluvanna County’s current Cigna 4-tier Health, Dental and Vision plans effective on the expiration date of June 30, 2020.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Accept the proposed The Local Choice/Anthem (TLC) Health Insurance Plan effective July 1, 2020, and authorize the County Administrator to execute the TLC Program Adoption Agreement and Memorandum of Understanding.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

None.

8 – PRESENTATION

VDOT Secondary Six Year Plan Review and Discussion— Bethel Kefyalew, VDOT, Louisa Residency, Darryl Shifflett, Program Management Specialist Sr., VDOT Culpeper District

**FLUVANNA COUNTY
PROJECTED ALLOCATIONS
FY2020-21
SECONDARY SIX YEAR PLAN
DRAFT**

<u>FISCAL YEAR</u>	<u>TELEFEE FUNDS</u>	<u>DISTRICT GRANT UNPAVED</u>	<u>TOTAL FUNDS</u>
2020-2021	\$87,311	\$11,120	\$98,431
2021-2022	\$87,311	\$10,762	\$98,073
2022-2023	\$87,311	\$14,302	\$101,613
2023-2024	\$87,311	\$9,014	\$96,325
2024-2025	\$87,311	\$9,014	\$96,325
2025-2026	\$87,311	\$9,014	\$96,325

Secondary Six Year Plan FACTS

- CTB Formula Unpaved and District Grant Unpaved – These unpaved State allocations can only be spent on an unpaved road with a minimum traffic county of 50 vehicles per day.
- Formula State allocations and TeleFee allocations are not restricted to traffic count and can be spent on both secondary paved and unpaved roads.
- Fluvanna County has over 305 miles of secondary roads in the state system of which approximately 293 miles are paved.
- Fluvanna County has over 12 miles of non-hard surfaced roads with approximately 1.50 miles qualify for hard surfacing. 0.60 miles of unpaved roads are currently included in the Secondary Six Year Plan.

Bethel Kefyalew reviewed the Fluvanna County construction program, secondary roads and unpaved secondary roads.

9 - CONSENT AGENDA

The following items were discussed before approval:

- K - CRMF - Boiler Tube Replacement at Courts Building – Dale Critzer, Assistant Director of Public Works
- L - CRMF - Safety Handrail for MAACA Sidewalk – Dale Critzer, Assistant Director of Public Works

The following items were approved under the Consent Agenda for March 4, 2020:

- Minutes of March 11, 2020 – Caitlin Solis, Clerk to the Board

- Minutes of March 18, 2020 – Caitlin Solis, Clerk to the Board
- Child Abuse Prevention Month Proclamation – Rocky Reed, DSS CPS Supervisor
- EMSMC Inc. Amendment 1 – Cyndi Toler, Purchasing Officer
- CRMF - Boiler Tube Replacement at Courts Building – Dale Critzer, Assistant Director of Public Works
- CRMF - Safety Handrail for MAACA Sidewalk – Dale Critzer, Assistant Director of Public Works

MOTION:	Approve the consent agenda, for the April 1, 2020 Board of Supervisors meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

Ratification of Motions Taken During the March 18, 2020 Board of Supervisors Regular Meeting – Eric Dahl, County Administrator

MOTION:	Ratify the motions taken during March 18, 2020 Board of Supervisors Regular meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY21 Budget Discussion – Eric Dahl, County Administrator

FY20/21 Revenue & Fund Balance Discussion – Mary Anna Twisdale, Director of Finance

FY21 Revenue

- Most recent State estimate of FY21 Sales Tax Revenue \$1,929,638
 - Fluvanna FY21 Budget \$1,827,599
- Most recent State estimate of FY21 Recordation Tax Revenue \$116,187
 - Fluvanna FY21 Budget \$375,000
- Most recent State estimates of FY21 Sales and Recordation Tax Revenue are \$156,774 less than currently budgeted in the Fluvanna County FY21 budget proposal.
- FY21 Real Estate collection rate is calculated at 97.5%
 - Each 1% change in rate equals \$248,572
- FY21 Personal Property collection rate is calculated at 94.5%
 - Each 1% change in rate equals \$72,429
- Possible Revenues Affected
 - Personal Property
 - Real Estate
 - Penalties and Interest
 - Motor Vehicle License Fees
 - Sales Tax
 - Recordation Tax
 - Building Permits
 - P&R Fees
 - Use of money (Interest)

FY20 Fund Balance Options

- Close current pending CIP Projects and return to Fund Balance
 - Historic Courthouse \$250,130
 - Paving at Pleasant Grove \$98,000
 - Cash Funded Ambulance \$190,000
 - Library & Sheriff’s Office Potable Water \$50,000
 - Recoat Middle School WWTP \$70,000
- Total Returned to Fund Balance \$658,130

Use of Fund Balance Options		
<i>Updated Balance as of March 30, 2020</i>		Available Fund Balance
Considerations	Expenditure	\$ 5,888,239
E911 System Core Cost (Louisa)	\$380,000	\$ 6,268,239
FY21 CIP - ZXR	(\$2,750,000)	\$ 3,518,239
FY21 CIP	(\$1,119,000)	\$ 2,399,239
Burn Building - Possible costs above grant	(\$400,000)	\$ 1,999,239
Add'l JRWA Costs (Estimate - FY22/23)	(\$2,500,000)	\$ (500,761)

- Delay/Reduce CIP
- Do not pursue Burn Building funding
- JRWA not in FY21 projection

After a lengthy discussion, the Board of Supervisors agreed to

- Hold off funding the CIP
- Budget .925 at a deficit of \$51,000
- a reduction of the school’s budget to \$200,000
- removed the debt wedge
- Took out the \$50,000+ to each county and school CRM.
- Staff will also review the revenues to see a worst-case scenario and best-case scenario to provide more information for the next meeting.
- Keep the tax due date June 5, 2020 but encourage the Treasurer to give a grace period with no penalty and interest.

11 - NEW BUSINESS

- Sheriff Hess brought Feeding Fluvanna to the Board of Supervisors attention. DSS, MACCA, Blue Ridge Area Food Bank, County Schools and Area Churches, collaborating to help feed anyone in need.
- Mr. Weaver mentioned an email he received regarding the jail board discussing the interest the VIP account is earning even through the current economic uncertainty.

12 - PUBLIC COMMENTS #2

At 6:20pm, Chair Sheridan opened the second round of Public Comments.

- Sharon Harris submitted comments electronically and asked the Board of Supervisors what their plan is to provide childcare to essential personnel.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 6:22pm.

13 - CLOSED MEETING

None.

14 - ADJOURN

MOTION:	Adjourn the Budget Work Session of Wednesday, April 1, 2020 at 6:32pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 15-2020

A RESOLUTION AUTHORIZING THE ADOPTION OF PROCEDURES FOR ELECTRONIC PUBLIC MEETINGS AND PUBLIC HEARINGS TO ENSURE THE CONTINUITY OF GOVERNMENT DURING THE COVID-19 PANDEMIC DISASTER

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic;

WHEREAS, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread;

WHEREAS, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate;

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19;

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 18, 2020, the Board of Supervisors of Fluvanna County (the “Board”) found that COVID-19 constitutes a “public health Emergency”;

WHEREAS, the Board confirmed the declaration of local emergency made by the local director of emergency management on March 18, 2020, specifically finding that the COVID-19 Pandemic constitutes a “disaster” as defined in Virginia Code § 44-146.16, being a “communicable disease of public health threat”;

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months;

WHEREAS, on April 1, 2020, the Board, pursuant to Virginia Code § 15.2-1413, adopted an Emergency Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster (“Emergency Ordinance”);

WHEREAS, through its Emergency Ordinance, the Board specifically found that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a “disaster” as defined by Virginia Code § 44-146.16 being a “communicable disease of public health threat”;

WHEREAS, through its Emergency Ordinance, the Board further found that the COVID-19 pandemic may make it unsafe or impossible to assemble in one location a quorum for public bodies including the Board, the School Board, the Planning Commission and all local and regional boards, commissions, committees and authorities created by the Board or to which the Board appoints all or a portion of its members (collectively “Public Entities” and individually “Public Entity”), or for such Public Entities to conduct meetings in accordance with normal practices and procedures; and

WHEREAS, through its Emergency Ordinance, the Board adopted certain procedures to ensure the continuity of government during the COVID-19 Pandemic disaster (“Continuity Procedures”) specifically as permitted under, suspended any deadlines applicable to Public Entities and their staff during the COVID-19

disaster, and authorized Public Entities, at their discretion, to postpone non-emergency public hearings and action items during the disaster;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby incorporates by reference and adopts the Continuity Procedures prescribed in the Emergency Ordinance, a copy of which is attached hereto; and

BE IT FURTHER RESOLVED that the Board hereby authorizes and directs its officers and staff to take all steps reasonably necessary or appropriate to implement such Continuity Procedures and to develop any specific procedures as applicable and appropriate for Fluvanna County, provided that such specific procedures are consistent with the terms and conditions of the Emergency Ordinance; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption and shall remain in effect during the pendency of the Emergency Ordinance including for any applicable period upon the re-adoption of the Emergency Ordinance by the Board.

THE FOREGOING WAS ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of April 2020, in accordance with Virginia Code 15.2-1413, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District				X		
Patricia B. Eager, Palmyra District				X		
Anthony P. O'Brien, Rivanna District	X				X	
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					X

Attest:

 John M. Sheridan, Chair
 Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

EMERGENCY ORDINANCE TO EFFECTUATE TEMPORARY CHANGES IN CERTAIN DEADLINES AND TO MODIFY PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES TO ADDRESS CONTINUITY OF OPERATIONS ASSOCIATED WITH PANDEMIC DISASTER.

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic;

WHEREAS, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread;

WHEREAS, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate;

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19;

WHEREAS, on March 18, 2020, the Board of Supervisors of Fluvanna County (the “Board”) found that COVID-19 constitutes a “public health Emergency”;

WHEREAS, the Board confirmed the declaration of local emergency made by the local director of emergency management on March 18, 2020;

WHEREAS, the Board finds that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a “disaster” as defined by Virginia Code §44-146.16 being a “communicable disease of public health threat;”

WHEREAS, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months;

WHEREAS, Virginia Code § 44-146.21(C) further provides that a local director of emergency management or any member of a governing body in his absence may upon the declaration of a local emergency “proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to performance of public work”;

WHEREAS, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of Board may convene solely by electronic means “to address the emergency” and the Board’s Bylaws and Rules of Practices and Procedures specifically incorporate such provisions;

WHEREAS, the open public meeting requirements of the Virginia Freedom of Information Act (“FOIA”) are limited only by a properly claimed exemption provided under that Act or “any other statute;” and

WHEREAS, the Governor and Health Commissioner of the Commonwealth of Virginia and the President of the United States have recommended suspension of public gatherings of more than ten attendees; and

WHEREAS, The Attorney General of Virginia issued an opinion dated March 20, 2020 stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

WHEREAS, this emergency ordinance in response to the disaster caused by the COVID-19 pandemic promotes public health, safety and welfare and is consistent with the law of the Commonwealth of Virginia, the Constitution of Virginia and the Constitution of the United States of America.

NOW, THEREFORE, BE IT ORDAINED by the Board of Fluvanna County, Virginia:

1. That the COVID-19 pandemic is a disaster that may make it unsafe or impossible to assemble in one location a quorum for public bodies including the Board, the School Board, the Planning Commission, Board of Zoning Appeals, Board of Equalization and all local and regional boards, commissions, committees and authorities created by the Board or to which the Board appoints all or a portion of its members (collectively "Public Entities" and individually "Public Entity"), or for such Public Entities to conduct meetings in accordance with normal practices and procedures.
2. That in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures are adopted to ensure the continuity of government during this emergency and disaster:
 - a. Any meeting or activities which require the physical presence of members of the Public Entities may be held through real time electronic means (including audio, telephonic, video or other practical electronic medium) without a quorum physically present in one location; and
 - b. Prior to holding any such electronic meeting, the Public Entity shall provide public notice of at least 3 days in advance of the electronic meeting identifying how the public may participate or otherwise offer comment; and
 - c. Any such electronic meeting of Public Entities shall state on its agenda and at the beginning of such meeting that it is being held pursuant to and in compliance with this Ordinance; identify Public Entity members physically and/or electronically present; identify the persons responsible for receiving public comment; and identify notice of the opportunities for the public to access and participate in such electronic meeting; and
 - d. Any such electronic meeting of the Public Entities shall be open to electronic participation by the public and closed to in-person participation by the public; and
 - e. For any matters requiring a public hearing, public comment may be solicited by electronic means in advance and shall also be solicited through telephonic or other electronic means during the course of the electronic meeting. All such public comments will be provided to members of the Public Entity at or before the electronic meeting and made part of the record for such meeting; and
 - f. The minutes of all electronic meeting shall conform to the requirements of law, identify how the meeting was conducted, members participating, and specify what actions were taken at the meeting. The Public Entities may approve minutes of an electronic meeting at a subsequent electronic meeting and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

IT IS FURTHER ORDAINED that notwithstanding any provision of law, regulation or policy to the contrary, any deadlines requiring action by a Public Entity, its officers (including Constitutional Officers) and employees of its organization shall be suspended during this emergency and disaster, however, the Public Entities, officers and employees thereof are encouraged to take such action as is practical and appropriate to meet those deadlines. Failure to meet any such deadlines shall not constitute a default, violation, approval, recommendation or otherwise.

IT IS FURTHER ORDAINED, that non-emergency public hearings and action items of Public Entities may be postponed to a date certain provided that public notice is given so that the public are aware of how and when to present their views.

IT IS FURTHER ORDAINED, that the provisions of this Emergency Ordinance shall remain in full force and effect for a period of 60 days, unless amended, rescinded or readopted by the Board in conformity with the notice provisions set forth in Virginia Code §15.2-1427 and 15.2-1413, but in no event shall such ordinance be effective for more than 6 months. Upon rescission by the Board or automatic expiration as described herein, this emergency ordinance shall terminate and normal practices and procedures of government shall resume.

Nothing in this Emergency Ordinance shall prohibit Public Entities from holding in-person public meetings provided that public health and safety measures as well as social distancing are taken into consideration to the extent possible.

An emergency is deemed to exist, and this ordinance shall be effective upon its adoption.

THE FOREGOING WAS ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of April 2020, in accordance with Virginia Code 15.2-1413, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District				X		
Patricia B. Eager, Palmyra District				X		
Anthony P. O'Brien, Rivanna District	X				X	
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					X

Attest: _____

John M. Sheridan, Chair Board of Supervisors

APPROVED AS TO FORM:

DRAFT



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 16-2020

**A RESOLUTION FOR A TEMPORARY EMERGENCY AMMENDMENT TO
EMPLOYEE LEAVE POLICY**

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic;

WHEREAS, on March 18, 2020 the Senate passed and President Trump signed into law the Families First Coronavirus Response Act (the "Act") aimed at addressing the impact of the COVID-19 (hereinafter referred to as "coronavirus") outbreak on Americans;

WHEREAS, the provisions of the Act relate to an emergency expansion of the federal Family and Medical Leave Act ("FMLA") and paid Sick Leave which become effective on April 1, 2020; and

WHEREAS, to protect the health and welfare of its employees and the public the Board deems it advisable to make an emergency temporary amendment to its personnel Policy, Section 2.13.2 "Sick Leave", to address the coronavirus, allow for Emergency Sick Leave related to the coronavirus for the period of March 15, 2020 to March 31, 2020, and to highlight certain provisions of the Families First Coronavirus Act which is effective April 1, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby incorporates by reference and adopts the Emergency Temporary Amendment to Personnel Policy, Section 2.13.2 "Sick Leave" Effective Immediately (the "Amendment"), a copy of which is attached hereto; and

BE IT FURTHER RESOLVED that the Board hereby authorizes and directs its officers and staff to take all steps reasonably necessary or appropriate to implement the Amendment and to develop procedures as applicable and appropriate for Fluvanna County, provided that such are consistent with the Amendment; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption and the Amendment shall remain in effect until June 30, 2020, as set forth therein.

THE FOREGOING WAS ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 1st day of April 2020, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District				X		
Patricia B. Eager, Palmyra District				X		
Anthony P. O'Brien, Rivanna District	X					X
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X				X	

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

PROCLAMATION 03-2020

Child Abuse Prevention Month

WHEREAS, in Federal fiscal year 2017, 4.1 million reports were made to child protective services; and

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of the [State or jurisdiction]; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare, education, health, community- and faith-based organizations, and businesses and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

WHEREAS, Prevention remains the best defense for our children and families;

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim April 2020 as **NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH** in Fluvanna County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Passed and adopted this 1st day of April 2020, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					X
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X				X	

John M. Sheridan

Chair, Board of Supervisors

DRAFT

Public Comments Submitted Via E-Mail:

"Board Members,

Patti Reynard - Broken Island

Things I have learned from attending the Board of Supervisors meetings over the last few months; the schools receive over 50% of the county's Budget (and are asking for \$1.5 million additional funds), the county chooses/approved the continued loss of over \$150,000 of tax payers money in the Fluvanna Land Fill that is only open 3 days a week (Tues., Thur., Sat. - a total 24 hours), and don't really seem to seek details on ways to cut expenditures. The county losses millions each year to Land Use by allowing this tax loophole for over 110,000 of the 183,000 acres of Fluvanna land. The county continues to fund hundreds of thousands in additional funding to non-profiles that are already funded. The fire dept. is requesting over \$800K in additional money. I ask that the board take a closer look at the real cost of the fire truck and equipment request, and ask for a standardized configuration for all companies in the county. The list that was given to the county administrator was obtained from googling these items, which can not be considered realizable. I would like to see the board of supervisors request specific/detailed pricing quotes from reputable suppliers. Most important I would like to see reduced over spending, and over funding requests for the unnecessary items, in some cases just because that is what has been done in the past. There is tremendous waste in the School, and throughout the county.

The Fluvanna County Schools, teachers, administrators and higher-level employees, and the Fluvanna County Employees are very carefully and thoughtfully considered as priority for raises, and benefits at the tax payers expense. Keep in mind many of the tax paying residents are working in positions that don't provide them with healthcare insurance, or cost of living raises, and many positions are hourly, which will likely end as the result of the COVID-19 pandemic. It appears most Board of Supervisors just don't consider the hardships the increased taxes placed on residents, only how the schools, and county staff should get raises, and benefits afforded them at the tax paying residents expense, which themselves to not have.

I am really hoping the board isn't seriously considering taking on even more debt, and fully funding all these super inflated request, and placing this burden on the 30% of the counties tax payers that are paying 70% of the counties taxes. Just because the interest rate is low right now doesn't mean tax payers will have the additional resources to pay the increase in taxes as a result.

Just think what a tax increase, an increased assessed property value, cost of living increases, such as healthcare insurance, medication cost, as well as utilities and living expenses are going to mean for all tax paying citizens. It is even scarier to think that many tax paying citizens are going to be dealing with serious financial issues as a result of the COVID-19 virus, and many losing their jobs. It could take years for the economy to recover from this crisis, and many Fluvanna tax payers will not financially survive this devastation. I'm asking the board of supervisors to govern for the greater good of all the counties residents.

Patti Reynard"

"This is Sharon Harris. I emailed this question to the Clerk and to Tony and you. But they indicated only one question was sent. Here's the question I asked: What is the county's plan to respond to the governor's call on communities to provide "emergency childcare" for essential employees? Specifically, the state has called for the reopening of facilities that provide childcare. Our neighbors in Orange County are providing childcare at two of their schools to serve individuals considered essential personnel. Given that Fluvanna provides child care services through it's Extended Education program, might this program be utilized, in compliance with VDSS and VDH Covid-19 guidelines and recommendations?"

MEMORANDUM

TAB F

Date: April 15, 2020
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for March 2020**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$958,790.40
Capital Improvements	\$229,093.57
Debt Service	\$41,959.38
Sewer	\$1,559.22
Fork Union Sanitary District	\$10,140.58
Zion Crossroads Water & Sewer	\$352,717.86
TOTAL AP EXPENDITURES	\$1,594,261.01
Payroll	\$906,400.60
TOTAL	\$2,500,661.61

MOTION

I move the Accounts Payable and Payroll be ratified for March **2020** in the amount of **\$2,500,661.61**.

Encl:
AP Report

	A	B	C	D	F	G	H	I	J
1	County of Fluvanna		From Date: 3/1/2020						
2	Accounts Payable List		To Date: 3/31/2020						
3									
4	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
5	Fund # - 100 GENERAL FUND								
6	GENERAL FUND								
7	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 032020	77073	3/20/2020	3/20/2020	162.93		
8	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 030620	76655	3/6/2020	3/20/2020	167.07		
9	LARRY & PAULA CORMIER	PLANNING ESCROW	EROSION CASH BOND REFUND ES19-0080	INV-00001638	1/23/2020	3/13/2020	2,000.00		
10	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFF FEES	78464	3/2/2020	3/31/2020	1,742.27		
11	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 030620	76656	3/6/2020	3/20/2020	584.81		
12	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 032020	77074	3/20/2020	3/20/2020	612.92		
13								Total:	\$5,270.00
14									
15	OTHER LOCAL TAXES								
16	TOWN OF SCOTTSVILLE	SALES TAX-	SALES TAX	78465	3/16/2020	3/31/2020	113.67		
17								Total:	\$113.67
18									
19	CHARGES FOR SERVICES								
20	EMS MANAGEMENT & CONSULTANTS, INC	EMS COST RECOVERY	NPP LETTERS MAILED	038509	2/29/2020	3/13/2020	(\$2,519.92)		
21								Total:	(\$2,519.92)
22									
23	BOARD OF SUPERVISORS								
24	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	18.45		
25	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	20.46		
26	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	28.38		
27	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	45.86		
28	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	108.20		
29	FLUVANNA REVIEW	ADVERTISING	3/18 BOS PUBLIC HEARING	2020F10-17	3/5/2020	3/20/2020	135.19		
30	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES	9850823629	3/19/2020	3/30/2020	95.91		
31								Total:	\$452.45
32									
33	COUNTY ADMINISTRATOR								
34	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	7.58		
35	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	25.00		
36	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	10.52		
37	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	12.00		
38	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	01515654 021820	2/18/2020	3/6/2020	7.44		
39	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3310750296	2/29/2020	3/13/2020	595.68		
40	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES	9850823629	3/19/2020	3/30/2020	41.83		
41								Total:	\$700.05
42									
43	COUNTY ATTORNEY								
44	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	141520	2/25/2020	3/13/2020	10,000.00		
45	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	141027	2/25/2020	3/13/2020	1,547.20		
46	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	141520	2/25/2020	3/13/2020	2,623.50		
47	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	LEGAL FEES	141520	2/25/2020	3/13/2020	1,019.70		

	A	B	C	D	F	G	H	I	J
1	County of Fluvanna			From Date: 3/1/2020					
2	Accounts Payable List			To Date: 3/31/2020					
3									
4	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date		Check Amount
48	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	LEGAL FEES		141027	2/25/2020	3/13/2020		1,901.00
49	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES		141167	3/2/2020	3/13/2020		193.50
50	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES		141520	2/25/2020	3/13/2020		2,004.50
51									
52							Total:		\$19,289.40
53	COMMISSIONER OF THE REVENUE								
54	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		150.00
55	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		16.81
56	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		20.19
57	LOWE'S	FURNITURE & FIXTURES	SUPPLIES		022520	2/25/2020	3/13/2020		46.54
58	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL	FUEL		SQLCD-582979	3/3/2020	3/6/2020		20.31
59	NADA USED CAR GUIDE	PROFESSIONAL SERVICES	SERVICE BUREAU		763437	2/27/2020	3/13/2020		93.96
60	NADA USED CAR GUIDE	PROFESSIONAL SERVICES	SERVICE BUREAU		763323	2/25/2020	3/13/2020		3,634.48
61	PITNEY BOWES	LEASE/RENT	LEASE CHARGES		3310750295	2/29/2020	3/13/2020		458.88
62	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		45.13
63	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		97.54
64	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	REASSESSMENT/CONSULTING		9424	2/29/2020	3/13/2020		300.00
65	UNIVERSITY OF VIRGINIA	DUES OR ASSOCIATION	COR RECERTIFICATION		10029 030320	3/5/2020	3/13/2020		80.00
66	V.A.L.E.C.O.	DUES OR ASSOCIATION	FY20 DUES		030520	3/5/2020	3/13/2020		75.00
67	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		41.83
68							Total:		\$5,080.67
69									
70	REASSESSMENT								
71	PEARSON'S APPRAISAL SERVICE INC	PROFESSIONAL SERVICES	2021 GENERAL REASSESSMENT		9	3/10/2020	3/13/2020		13,813.48
72							Total:		\$13,813.48
73									
74	TREASURER								
75	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FILE POCKETS REDROPE		13CV-PKRM-QTXK	3/4/2020	3/13/2020		27.92
76	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CLOROX WIPES		1PFP-47X3-WP39	3/15/2020	3/20/2020		30.66
77	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CUSTOM ENVELOPES		1J61-YNGX-1CF6	3/11/2020	3/20/2020		54.95
78	BMS DIRECT	POSTAL SERVICES	POSTAGE-RE DELINQUENT TAXES		142365	2/27/2020	3/6/2020		212.93
79	BMS DIRECT	POSTAL SERVICES	POSTAGE/PP DELINQUENT TAXES		142363	2/27/2020	3/6/2020		1,561.22
80	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		9818795 030820	3/8/2020	3/20/2020		29.99
81	POSTMASTER	POSTAL SERVICES	ANNUAL BOX FEE #299		BOX 299 030520	3/1/2020	3/13/2020		208.00
82	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		41.83
83	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	DMV STOPS		202003100531	1/31/2020	3/13/2020		125.00
84	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	TOKEN REPLACEMENT		202006400062	3/4/2020	3/13/2020		325.00
85							Total:		\$2,617.50
86									
87	INFORMATION TECHNOLOGY								
88	ACHIEVE 1 LLC	PROFESSIONAL SERVICES	VMWARE SOLUTION SOFTWARE		202454-1	3/15/2020	3/20/2020		7,000.00
89	ATLANTIC UNION BANK	ADP SERVICES	SAFE DEPOSIT BOX #211		022720	2/27/2020	3/13/2020		125.00
90	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		19.00

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2	Accounts Payable List			To Date: 3/31/2020					
3									
4	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date		Check Amount
91	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		25.00
92	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		52.99
93	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		94.80
94	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		400.00
95	BANK OF AMERICA	ADP SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		476.00
96	CDW GOVERNMENT, INC.	ADP SERVICES	SOFTWARE		XBH4725	2/28/2020	3/6/2020		944.12
97	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		128.67
98									
99								Total:	\$9,265.58
100	FINANCE								
101	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		35.00
102	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		105.00
103	EMS MANAGEMENT & CONSULTANTS, INC	CONTRACT SERVICES	NPP LETTERS MAILED		038509	2/29/2020	3/13/2020		2,685.90
104	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		01515654 021820	2/18/2020	3/6/2020		335.46
105	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		(\$58.41)
106	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		(\$40.77)
107	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		41.83
108								Total:	\$3,104.01
109									
110	REGISTRAR/ELECTORAL BOARD								
111	ALEXANDER BURRUSS II	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
112	ALEXANDER BURRUSS II	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		180.00
113	ALLEN CARTER	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
114	ALLEN CARTER	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		155.00
115	ANN LEE	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
116	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY CHARGES		090176	2/27/2020	3/13/2020		155.00
117	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		0.70
118	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		1.40
119	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		2.20
120	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		3.39
121	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		4.52
122	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		5.65
123	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		6.78
124	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		14.69
125	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		16.95
126	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		27.76
127	BANK OF AMERICA	POSTAL SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		1,114.69
128	BARBARA J. GAINES	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
129	BARBARA J. GAINES	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		140.00
130	BENJAMIN J. STOPPE, JR.	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
131	BENJAMIN J. STOPPE, JR.	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		180.00
132	BENJAMIN J. STOPPE, JR.	MILEAGE ALLOWANCES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		21.39
133	BENJAMIN L. HUDSON	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00

	A	B	C	D	F	G	H	I	J
1	County of Fluvanna Accounts Payable List			From Date: 3/1/2020					
2				To Date: 3/31/2020					
3									
4	Vendor Name	Charge To		Description	Invoice Number	Invoice Date	Check Date		Check Amount
134	BENJAMIN L. HUDSON	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		180.00
135	BERTHA THOMAS	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
136	BERTHA THOMAS	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		180.00
137	CATHERINE E. HOBBS	CONVENTION AND		TRAINING/SNACKS FOR ELECTION	030620	3/6/2020	3/20/2020		41.97
138	CECILE REY	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
139	CHRISTINE E HOLT-HULL	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
140	CLARENCE E. WELLS, JR.	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
141	CLARENCE E. WELLS, JR.	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		140.00
142	CODIE APPLGATE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
143	CURTIS PUTNAM	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
144	CURTIS PUTNAM	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		155.00
145	DANIEL D. GRAFF	CONVENTION AND		ELECTORAL BOARD MEAL/CANVASS	030420	3/4/2020	3/20/2020		40.54
146	DAVID GILLIAM	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
147	DEBORAH B. NIXON	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
148	ELIZABETH M. TRUAX	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
149	ELIZABETH M. TRUAX	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		180.00
150	FLUVANNA COUNTY SHERIFF'S OFFICE	CONTRACT SERVICES		PRIMARY ELECTION BALLOT BOXES	FCR024	3/3/2020	3/20/2020		800.00
151	GAIL BRUCE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
152	GAIL BRUCE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		155.00
153	GEORGE N. GOIN	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
154	GINGER CHIESA	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
155	GLORIA W. VEST	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
156	GWENDOLYN JACKSON	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
157	JEANIA L. OLIVER	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
158	JOAN TALLEY	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
159	JOHN HICKS	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
160	JOYCE PACE	MILEAGE ALLOWANCES		MILEAGE	031720	3/17/2020	3/30/2020		50.60
161	KATHLEEN MARTIN-HANCOX	CONTRACT SERVICES		030320 PRIMARY ELECTION	030320	3/3/2020	3/30/2020		130.00
162	KAYLA PACE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
163	KAYLA PACE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		155.00
164	KEVIN DAVIDSON	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
165	KIM R. CARTER	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		77.50
166	KIMBLEY ANN BRUCE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
167	LOIS WILLIAMS	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		155.00
168	LORA S. PAYNE	CONTRACT SERVICES		030320 PRIMARY ELECTION	030320	3/3/2020	3/30/2020		77.50
169	MARGARET D RICHARDSON	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
170	MARIA L. GRAFF	CONTRACT SERVICES		030320 PRIMARY ELECTION	030320	3/3/2020	3/30/2020		30.00
171	MARIA L. GRAFF	CONTRACT SERVICES		030320 PRIMARY ELECTION	030320	3/3/2020	3/30/2020		180.00
172	MARIA L. GRAFF	MILEAGE ALLOWANCES		030320 PRIMARY ELECTION	030320	3/3/2020	3/30/2020		5.75
173	MARILYN K. PAYNE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		130.00
174	MARILYN KAY WINSETT	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		140.00
175	MARK E CHASE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		30.00
176	MARK E CHASE	CONTRACT SERVICES		PRIMARY ELECTION	030320	3/3/2020	3/20/2020		155.00

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177	MONICA NOTARO	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		77.50
178	PAMELA BEVINS	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
179	PATRICIA HASTINGS	MILEAGE ALLOWANCES	MILEAGE		030320	3/3/2020	3/30/2020		92.58
180	PATSY A. JACKSON	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
181	PETER COLEMAN	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
182	POSTMASTER	POSTAL SERVICES	BOX 44 ANNUAL		BOX 44 030620	3/6/2020	3/20/2020		56.00
183	RAY C. WEIMER. JR.	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
184	RAY C. WEIMER. JR.	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		140.00
185	RICHARD H. TALLEY, SR.	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		77.50
186	RICHARD MULLIN	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		30.00
187	RICHARD MULLIN	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		180.00
188	ROBERT G. MINNIS	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		77.50
189	RONDHA BAIN	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		77.50
190	ROSALEEN JOHNSON	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		77.50
191	SAM'S CLUB	OFFICE SUPPLIES	BATTERIES		49063828 012620	2/25/2020	3/13/2020		17.68
192	SANDRA RIGSBY	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
193	SCOTT NEWMAN	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		170.00
194	SHIRLEY D. ROUNDTREE	CONTRACT SERVICES	PRIMARY ELECTION		030320	3/3/2020	3/20/2020		130.00
195	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		11.79
196	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		36.95
197	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		41.83
198	VICKIE ARGIE	CONTRACT SERVICES	03/03/20 PRIMARY ELECTION		030320	3/3/2020	3/30/2020		77.50
199									
200							Total:		\$9,088.31
201	HUMAN RESOURCES								
202	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FILE FOLDERS		1QJN-M3M4-XMNJ	2/7/2020	3/13/2020		30.34
203	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		114.00
204	BANK OF AMERICA	RECRUITMENT	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		75.00
205	FLUVANNA REVIEW	RECRUITMENT	PROPOSALS/AGENT VOLUNTEER BENEFITS		2020F7-10	2/13/2020	3/6/2020		82.69
206	FLUVANNA REVIEW	RECRUITMENT	EMPLOYMENT AD		2020F12-11	3/19/2020	3/30/2020		63.00
207	MCLAUGHLIN YOUNG EMPLOYEE SERVICES	PROFESSIONAL SERVICES	EMPLOYEE ASSISTANCE PROGRAM		54473	3/15/2020	3/20/2020		251.22
208									
209							Total:		\$616.25
210	GENERAL DISTRICT COURT								
211	ASSOCIATION OF DISTRICT COURT JUDGES	DUES OR ASSOCIATION	2020 DUES		030320	3/3/2020	3/20/2020		60.00
212	PITNEY BOWES	MAINTENANCE CONTRACTS	LEASE CHARGES		3310744554	2/29/2020	3/13/2020		171.15
213	POSTMASTER	MAINTENANCE CONTRACTS	ANNUAL BOX FEE #417		BOX 417 030120	3/1/2020	3/13/2020		120.00
214	VIRGINIA COUNCIL OF JUVENILE &	DUES OR ASSOCIATION	ANNUAL DUES		031820	3/18/2020	3/20/2020		50.00
215									
216							Total:		\$401.15
217	COURT SERVICE UNIT								
218	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE		020120	3/4/2020	3/13/2020		52.00
219	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE		010120	3/4/2020	3/13/2020		105.80

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220	POSTMASTER	POSTAL SERVICES	BOX 307 ANNUAL	BOX 307 031620	3/16/2020	3/20/2020	120.00		
221								Total:	\$277.80
222									
223	CLERK OF THE CIRCUIT COURT								
224	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CREDIT FROM 179C-G119-9VPM	1Q6C-FRKK-197D	3/11/2020	3/20/2020	97.42		
225	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CONTRACT	53487	3/15/2020	3/20/2020	2,541.67		
226	LOGAN SYSTEMS, INC.	TECHNOLOGY TRUST FUND	REDACTION OF DEEDS	53488	3/15/2020	3/20/2020	895.40		
227	LOGAN SYSTEMS, INC.	TECHNOLOGY TRUST FUND	REMOTE ACCESS	53489	3/15/2020	3/20/2020	6,000.00		
228	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	8057643635	2/29/2020	3/13/2020	81.47		
229	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	ANNUAL CIS SYSTEM MAINTENANCE	20-065C-RMS-2	3/11/2020	3/20/2020	1,716.00		
230								Total:	\$11,331.96
231									
232	CIRCUIT COURT JUDGE								
233	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CREDIT FROM 179C-G119-9VPM	1Q6C-FRKK-197D	3/11/2020	3/20/2020	(\$6.88)		
234	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	29.67		
235								Total:	\$22.79
236									
237	COMMONWEALTH ATTY								
238	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	300.00		
239	FRONTRUNNER SIGN STUDIOS	OTHER OPERATING SUPPLIES	VICTIM RIGHTS PLAQUE	31139	3/13/2020	3/30/2020	98.35		
240	JEFF HAISLIP	MILEAGE ALLOWANCES	MILEAGE	010920	1/9/2020	3/6/2020	286.12		
241	JEFF HAISLIP	MILEAGE ALLOWANCES	MILEAGE	031120	3/11/2020	3/13/2020	74.06		
242	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	MONTHLY CHARGES	3092421617	2/29/2020	3/6/2020	142.00		
243	PITNEY BOWES PURCHASE PWR	LEASE/RENT	POSTAGE	09948667 031520	3/15/2020	3/30/2020	63.15		
244	POSTMASTER	LEASE/RENT	ANNUAL FEE #116	BOX 116 030320	3/3/2020	3/6/2020	76.00		
245	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	8057643635	2/29/2020	3/13/2020	(\$46.62)		
246	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	8057643635	2/29/2020	3/13/2020	29.60		
247	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	8057643635	2/29/2020	3/13/2020	158.31		
248	VALLEY BUSINESS FORMS	OTHER OPERATING SUPPLIES	BROCHURE/PADS	20782	3/2/2020	3/13/2020	267.20		
249	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES	9850823629	3/19/2020	3/30/2020	83.66		
250								Total:	\$1,531.83
251									
252	SHERIFF								
253	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306007935897	3/19/2020	3/30/2020	26.65		
254	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306008020584	3/20/2020	3/30/2020	48.78		
255	AMAZON CAPITAL SERVICES	FURNITURE & FIXTURES	DECK BOX STORAGE	1696-4D3C-QLVV	2/25/2020	3/6/2020	219.06		
256	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	METAL WATER HOSE NOZZLE	13FL-H4L7-MCTJ	3/5/2020	3/13/2020	44.48		
257	AMAZON CAPITAL SERVICES	OTHER OPERATING SUPPLIES	COVID SUPPLIES	17R7-4YXH-JPL1	3/20/2020	3/30/2020	34.16		
258	AMAZON CAPITAL SERVICES	OTHER OPERATING SUPPLIES	COVID SUPPLIES	17R7-4YXH-JPL1	3/20/2020	3/30/2020	43.47		
259	AMAZON CAPITAL SERVICES	POLICE SUPPLIES	POLICE SUPPLIES	1GQ1-TH3K-9F7J	3/6/2020	3/13/2020	98.63		
260	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP	DASH CAM AND MEMORY CARD	1PV9-DHHT-1Q31	3/5/2020	3/13/2020	270.94		
261	AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING APPAREL	UNIFORMS	00055886	2/27/2020	3/6/2020	192.06		
262	AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING APPAREL	UNIFORM	00055885	2/27/2020	3/6/2020	307.50		

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263	AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING APPAREL		UNIFORMS	00056032	3/19/2020	3/30/2020		943.84
264	AT&T 286-3642	TELECOMMUNICATIONS		MONTHLY CHARGES	030620	3/6/2020	3/20/2020		100.35
265	ATTRACTIONS	OTHER OPERATING SUPPLIES		EXPLORER PROGRAM	031820	3/18/2020	3/30/2020		565.00
266	BANK OF AMERICA	CONVENTION AND		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		695.00
267	BANK OF AMERICA	FURNITURE & FIXTURES		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		79.98
268	BANK OF AMERICA	INVESTIGATIVE SERVICES		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		55.00
269	BANK OF AMERICA	INVESTIGATIVE SERVICES		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		63.84
270	BANK OF AMERICA	INVESTIGATIVE SERVICES		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		123.35
271	BANK OF AMERICA	POLICE SUPPLIES		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		129.72
272	BANK OF AMERICA	SUBSISTENCE & LODGING		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		225.00
273	BANK OF AMERICA	VEHICLE/POWER EQUIP		P-CARD PURCHASES	022920	2/29/2020	3/20/2020		728.78
274	BRANDON BRYANT	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	022320	2/23/2020	3/6/2020		335.50
275	BRANDON BRYANT	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030120	3/6/2020	3/13/2020		335.50
276	BRANDON BRYANT	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030820	3/8/2020	3/20/2020		335.50
277	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT		DISPOSAL/MOUNT & BALANCE	FCSO017	3/18/2020	3/30/2020		51.00
278	CENTURYLINK	TELECOMMUNICATIONS		SHERIFF OFFICE	310191749 021620	2/16/2020	3/6/2020		973.29
279	CENTURYLINK	TELECOMMUNICATIONS		SHERIFF OFFICE	309903768 030720	3/7/2020	3/20/2020		157.22
280	CENTURYLINK	TELECOMMUNICATIONS		SHERIFF OFFICE	309797542 031620	3/16/2020	3/30/2020		172.55
281	CITY OF CHARLOTTESVILLE	CONTRACT SERVICES		CIT FUNDING DR 105-3111001000-432035	FY20CIT FluvannaQ1-2	3/24/2020	3/30/2020		1,662.50
282	COVERTTRACK GROUP	INVESTIGATIVE SERVICES		RENEWAL	67447	3/24/2020	3/30/2020		720.00
283	DONNA'S NEEDLEWORK & CRAFT	UNIFORM/WEARING APPAREL		REPAIR STRIDE	0504-45	2/25/2020	3/6/2020		20.00
284	FLUVANNA ACE HARDWARE	OFFICE SUPPLIES		CLEANING SUPPLIES	031320	3/13/2020	3/20/2020		19.45
285	FLUVANNA ACE HARDWARE	OTHER OPERATING SUPPLIES		CLEANING SUPPLIES	031620	3/16/2020	3/20/2020		19.75
286	GALLS, LLC.	POLICE SUPPLIES		POLICE SUPPLIES	015272537	3/17/2020	3/30/2020		708.00
287	GALLS, LLC.	UNIFORM/WEARING APPAREL		UNIFORM	015093189	2/24/2020	3/6/2020		176.56
288	GALLS, LLC.	UNIFORM/WEARING APPAREL		SAFETY VEST	015111859	2/25/2020	3/6/2020		275.34
289	GALLS, LLC.	UNIFORM/WEARING APPAREL		UNIFORM	015111730	2/25/2020	3/6/2020		308.00
290	GALLS, LLC.	UNIFORM/WEARING APPAREL		UNIFORM	015272527	3/17/2020	3/30/2020		172.00
291	JAMES RIVER SOLUTIONS	VEHICLE FUEL		FUEL	030220	3/2/2020	3/6/2020		5,542.48
292	JASON HERRING	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030120	3/1/2020	3/20/2020		137.50
293	JASON HERRING	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030820	3/1/2020	3/20/2020		192.50
294	JASON HERRING	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	031520	3/15/2020	3/30/2020		151.25
295	JOSHUA GREENE	UNIFORM/WEARING APPAREL		REUMBURSEMENT FOR WORK BOOTS	JG01	1/24/2020	3/6/2020		150.00
296	JOSHUA WRIGLEY	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	021820	3/18/2020	3/30/2020		82.50
297	JOSHUA WRIGLEY	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	031620	3/16/2020	3/30/2020		123.75
298	JOSHUA WRIGLEY	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030220	3/2/2020	3/30/2020		165.00
299	JOSHUA WRIGLEY	SUBSISTENCE & LODGING		MEAL REIMBURSEMENT	030920	3/9/2020	3/30/2020		165.00
300	LOWE'S	BUILDING		SUPPLIES	022520	2/25/2020	3/13/2020		373.88
301	LYNN CARD COMPANY	OFFICE SUPPLIES		CARDS FOR SHERIFF OFFICE	2200220-006	2/27/2020	3/6/2020		223.00
302	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL		FUEL	SQLCD-582979	3/3/2020	3/6/2020		220.74
303	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL		FUEL	SQLCD-586185	3/17/2020	3/20/2020		225.78
304	KAMRON GOLDSMITH	OTHER OPERATING SUPPLIES		BENEFIT DINNER FOR EXPLORER KAMRON	KG01	3/9/2020	3/13/2020		670.00
305	PAINT PERFECTIONS UNLIMITED LLC	VEHICLES REP & MAINT		PARTS AND LABOR	7599	3/10/2020	3/13/2020		6,887.62

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306	PORTER LEE CORPORATION	MAINTENANCE CONTRACTS	ANNUAL SOFTWARE SUPPORT	23555	3/1/2020	3/13/2020	1,219.00		
307	POSTMASTER	POSTAL SERVICES	ANNUAL FEE #113	BOX 113 030320	3/3/2020	3/6/2020	56.00		
308	PSYCHOLOGICAL HEALTH ROANOKE PC	PROFESSIONAL SERVICES	POLICE TESTING	W-C-22539	3/2/2020	3/13/2020	90.00		
309	SEAN BRENNAN	SUBSISTENCE & LODGING	MEAL REIMBURSEMENT	020620	2/6/2020	3/20/2020	82.50		
310	SEAN BRENNAN	SUBSISTENCE & LODGING	MEAL REIMBURSEMENT	021020	2/10/2020	3/20/2020	247.50		
311	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	10019400	2/24/2020	3/6/2020	20.00		
312	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOWING CHARGES	10019401	3/6/2020	3/20/2020	100.00		
313	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	10019403	3/18/2020	3/30/2020	20.00		
314	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	10019402	3/13/2020	3/30/2020	40.00		
315	SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES	313771602-022	2/26/2020	3/6/2020	1,991.74		
316	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	8057643635	2/29/2020	3/13/2020	309.63		
317	THE POLICE AND SHERIFFS PRESS	OFFICE SUPPLIES	SECURE ID CARDS	131899	3/11/2020	3/20/2020	219.15		
318	THOMAS RENSCH	SUBSISTENCE & LODGING	REIMBURSEMENT	TR01 TR02	3/13/2020	3/20/2020	16.37		
319	THOMAS RENSCH	VEHICLE FUEL	REIMBURSEMENT	TR01 TR02	3/13/2020	3/20/2020	25.03		
320	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	MEDICAL EXAMINER	022620	2/26/2020	3/20/2020	20.00		
321	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	MONTHLY CHARGES	688746	3/9/2020	3/20/2020	51.09		
322	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	MONTHLY CHARGES	688745	3/9/2020	3/20/2020	56.15		
323	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES	05451838	3/25/2020	3/30/2020	18.73		
324	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY CHARGES	9850037020	3/8/2020	3/20/2020	200.05		
325	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	FIREHAWK TIRES	3024479	3/25/2020	3/30/2020	1,368.00		
326	W.W. GRAINGER INC	VEHICLE/POWER EQUIP	BATTERY CHARGER	9466197424	3/6/2020	3/13/2020	92.95		
327	WELLS FARGO VENDOR FIN SERV	MAINTENANCE CONTRACTS	MONTHLY CHARGES/COPIER	5009563505	3/6/2020	3/20/2020	351.56		
328	WHOOSTER	INVESTIGATIVE SERVICES	ANNUAL	10001012087	3/25/2020	3/30/2020	649.00		
329									
330									
331	E911								
332	AT&T MOBILITY	TELECOMMUNICATIONS	MONTHLY CHARGES	X02262020	2/18/2020	3/6/2020	2.00		
333	BANK OF AMERICA	IT SERVICES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	37.26		
334	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	25.00		
335	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	30.00		
336	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	228.00		
337	BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	382.30		
338	CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 021920	2/19/2020	3/6/2020	144.21		
339	CLEAR COMMUNICATIONS AND ELECTRONICS, INC.	PROFESSIONAL SERVICES	SWITCH KIT	121556	3/12/2020	3/20/2020	79.41		
340	CLEAR COMMUNICATIONS AND ELECTRONICS, INC.	PROFESSIONAL SERVICES	CAR KIT	121588	3/17/2020	3/30/2020	2,214.32		
341	COMCAST CORPORATION	TELECOMMUNICATIONS	MONTHLY CHARGES	0930046933 030320	3/3/2020	3/20/2020	104.52		
342	HURT & PROFFITT INC	MAINTENANCE CONTRACTS	NG911 MIGRATION	58579	3/9/2020	3/30/2020	1,500.00		
343	MOTOROLA SOLUTIONS, INC.	PROFESSIONAL SERVICES	MOTOROLA RADIOS FOR 911	41282415	3/10/2020	3/30/2020	12,323.42		
344	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	CABLE SWITCH	1302656286	2/19/2020	3/6/2020	52.46		
345	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	SUPPLIES	1302705290	3/17/2020	3/30/2020	57.82		
346	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	NETGEAR/BLACK AND DECKER COFFEE	1302707266	3/18/2020	3/30/2020	108.39		
347	NEWEGG BUSINESS INC.	EDP EQUIPMENT	SUPPLIES	1302705290	3/17/2020	3/30/2020	138.63		
348	NEWEGG BUSINESS INC.	OFFICE SUPPLIES	SUPPLIES	1302705290	3/17/2020	3/30/2020	64.99		
						Total:	\$33,993.20		

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4	Vendor Name	Charge To	Description		Invoice Number	Invoice Date	Check Date		Check Amount
349	NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES		49720	2/28/2020	3/6/2020		1,275.00
350	NWG SOLUTIONS, LLC.	IT SERVICES	BLOCK TIME RENEWAL		49681	2/26/2020	3/6/2020		5,000.00
351	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO BILLING		49719	2/28/2020	3/6/2020		1,168.70
352	OLD BLUE RIDGE TURNPIKE PROPERTIES	E911 NEW ROAD SIGNS	INSTALLATION OF 911 PLATES		1004	2/22/2020	3/6/2020		2,142.90
353	SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES		313771602-022	2/26/2020	3/6/2020		337.30
354	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY CHARGES		9850037020	3/8/2020	3/20/2020		80.02
355	WORLDWIDE INTERPRETERS, INC.	TELECOMMUNICATIONS	VOICE TRANSLATION SERVICES		1609	6/4/2019	3/13/2020		7.70
356									
357									
							Total:		\$27,504.35
358	FIRE AND RESCUE SQUAD								
359	CHRISTOPHER ACREE	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		011120	3/26/2020	3/30/2020		575.00
360	DANA CAMPBELL	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		011120	3/26/2020	3/30/2020		775.00
361	ERIC GRAZIANO	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		010820	3/26/2020	3/30/2020		425.00
362	ETHAN WEAVER	CONVENTION AND	CERTIFICATION		032620	3/26/2020	3/30/2020		33.00
363	FLUVANNA COUNTY RESCUE SQUAD	FIRE & RESCUE ASSN	QUARTERLY ALLOCATION		FR4-20	3/26/2020	3/30/2020		26,975.00
364	FRED SHOREY	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		021720	2/17/2020	3/30/2020		75.00
365	JASON D'ANTUONO	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		011120	3/26/2020	3/30/2020		825.00
366	JEAN F. CAMPBELL	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		011120	3/26/2020	3/30/2020		1,075.00
367	JORDAN THACKER	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		012220	3/26/2020	3/30/2020		1,100.00
368	MARK NOVAK	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		022520	2/25/2020	3/30/2020		225.00
369	R.K. CHEVROLET, INC.	FIRE & RESCUE CAPITAL	LAKE MONTICELLO BRUSH TRUCK		231107	3/9/2020	3/13/2020		43,736.00
370	ROGER WILKINS	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		011120	1/11/2020	3/30/2020		1,175.00
371	SETH GRUBB	CONVENTION AND	INSTRUCTOR FEE FIREFIGHTER CLASS		030420	3/4/2020	3/30/2020		100.00
372	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		560.14
373									
374									
							Total:		\$77,654.14
375	CORRECTION AND DETENTION								
376	CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	FY 19/20 4TH QTR		040120F	3/24/2020	3/30/2020		310,587.25
377	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	FY20-APRIL 2020		FY2020-00000901	3/25/2020	3/30/2020		10,608.00
378									
379									
							Total:		\$321,195.25
380	BUILDING INSPECTIONS								
381	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		329.00
382	BANK OF AMERICA	CONVENTION AND	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		69.00
383	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		100.43
384	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		01515654 021820	2/18/2020	3/6/2020		10.92
385	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		42.97
386	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		285.53
387									
388									
							Total:		\$837.85
389	EMERGENCY MANAGEMENT								
390	BANK OF AMERICA	OTHER OPERATING SERVICES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		9.97
391	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		46.34

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392	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		51.34
393	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		83.59
394	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		118.97
395	BANK OF AMERICA	OTHER OPERATING SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		207.00
396	DELTA RESPONSE TEAM LLC	CONTRACT SERVICES	FEB EMS STAFFING		2020002028	2/28/2020	3/6/2020		36,500.00
397	DELTA RESPONSE TEAM LLC	CONTRACT SERVICES	MARCH 20 EMS STAFFING		2020003030	3/30/2020	3/30/2020		36,500.00
398	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		100.61
399	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL	FUEL		SQLCD-586185	3/17/2020	3/20/2020		21.17
400	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		41.83
401	VITAE SPIRITS DISTILLERY LLC	OTHER OPERATING SUPPLIES	HAND SANITIZER		032820	3/28/2020	3/28/2020		210.60
402									
403									
404	FACILITIES								
405	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	SUPPLIES		16LY-4Y3Y-WXFC	3/15/2020	3/20/2020		32.41
406	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		(\$58.51)
407	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		7.49
408	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		17.36
409	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		79.90
410	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		237.90
411	BETTER LIVING, INC.	BLDGS EQUIP REP & MAINT	POPLARS		BMZ00938155-001	1/29/2020	3/13/2020		16.64
412	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	JANITORIAL SUPPLIES		7495019	2/11/2020	3/6/2020		790.11
413	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	CLEANING SUPPLIES		7504379	3/12/2020	3/20/2020		1,304.57
414	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	SOAP		7494492	3/1/2020	3/30/2020		129.12
415	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	SUPPLIES		7508949	3/18/2020	3/30/2020		2,574.34
416	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	2 TPMS SENSORS		FCPW018	3/3/2020	3/13/2020		130.00
417	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING		4043301253	2/20/2020	3/13/2020		31.65
418	FLUVANNA ACE HARDWARE	BLDGS EQUIP REP & MAINT	PUBIC WORKS SUPPLIES		022920	2/29/2020	3/13/2020		44.96
419	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	PUBIC WORKS SUPPLIES		022920	2/29/2020	3/13/2020		132.88
420	FLUVANNA ACE HARDWARE	VEHICLES REP & MAINT	PUBIC WORKS SUPPLIES		022920	2/29/2020	3/13/2020		13.47
421	GENSERV LLC	VEHICLES REP & MAINT	MAINTENANCE		3564	3/23/2020	3/30/2020		222.60
422	GEORGE'S MECHANICAL SVC INC	VEHICLE/POWER EQUIP	REPAIRS ON EQUIPMENT		1900	2/23/2020	3/13/2020		224.00
423	HILL MANUFACTURING COMPANY INC	GENERAL MATERIALS AND	CLEANING SUPPLIES		49021	2/28/2020	3/13/2020		98.00
424	J&A PAINTING	BLDGS EQUIP REP & MAINT	SOCOAL SERVICES ROOM PAINTING		030320	3/3/2020	3/13/2020		280.00
425	J&A PAINTING	BLDGS EQUIP REP & MAINT	MAINTENANCE		031920	3/19/2020	3/30/2020		2,640.00
426	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		985.90
427	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	GENERAL MATERIALS AND	CAR SUPPLIES		022920	2/29/2020	3/13/2020		413.33
428	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES		022920	2/29/2020	3/13/2020		168.56
429	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES		022920	2/29/2020	3/13/2020		1,062.79
430	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES		022520	2/25/2020	3/13/2020		693.36
431	LOWE'S	GENERAL MATERIALS AND	SUPPLIES		022520	2/25/2020	3/13/2020		790.44
432	LOWE'S	JANITORIAL SUPPLIES	SUPPLIES		022520	2/25/2020	3/13/2020		185.63
433	LOWE'S	VEHICLES REP & MAINT	SUPPLIES		022520	2/25/2020	3/13/2020		24.96
434	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL	FUEL		SQLCD-582979	3/3/2020	3/6/2020		19.87

Total: \$73,891.42

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435	MAPP'S AC EQUIPMENT, LLC	VEHICLES REP & MAINT	REPAIRS		34252	2/28/2020	3/13/2020		326.80
436	MCMMASTER-CARR SUPPLY COMPANY	GENERAL MATERIALS AND	SCREWS		35794972	2/25/2020	3/6/2020		28.04
437	NOLAND	BLDGS EQUIP REP & MAINT	WAGNER LINE TAP VALVE		50276801	2/11/2020	3/6/2020		39.00
438	NOLAND	BLDGS EQUIP REP & MAINT	EQUIPMENT		504267 01	3/3/2020	3/13/2020		294.96
439	NOLAND	BLDGS EQUIP REP & MAINT	SUPPLIES		503503 01	2/20/2020	3/13/2020		582.45
440	NOLAND	BLDGS EQUIP REP & MAINT	EQUIPMENT		504475 01	3/11/2020	3/20/2020		67.02
441	NOLAND	BLDGS EQUIP REP & MAINT	EQUIPMENT		504417 01	3/11/2020	3/20/2020		90.06
442	NOLAND	BLDGS EQUIP REP & MAINT	EQUIPMENT		504982 01	3/11/2020	3/20/2020		285.86
443	NOLAND	BLDGS EQUIP REP & MAINT	SUPPLIES		504982 02	3/12/2020	3/30/2020		475.65
444	NOLAND	GENERAL MATERIALS AND	CLEANING SUPPLIES		503503 02	2/25/2020	3/13/2020		192.23
445	NOLAND	GENERAL MATERIALS AND	SUPPLIES		504267 02	3/12/2020	3/30/2020		129.84
446	NOLAND	JANITORIAL SUPPLIES	MAINTENANCE SUPPLIES		50239001	2/11/2020	3/6/2020		92.19
447	PARRISH FORD	VEHICLES REP & MAINT	VEHICLE MAINTENANCE		6048310/2	3/11/2020	3/20/2020		357.74
448	RAINGUARD ROOFING LLC	BLDGS EQUIP REP & MAINT	MAINTENANCE		2566	3/18/2020	3/30/2020		1,900.00
449	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		42.79
450	TRANE U.S., INC.	BLDGS EQUIP REP & MAINT	SUPPLIES		7868102	3/5/2020	3/13/2020		66.79
451	ULINE	GENERAL MATERIALS AND	CARPET SWEEPER		117657497	3/4/2020	3/20/2020		65.67
452	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1085906	2/27/2020	3/6/2020		27.00
453	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1085908	2/27/2020	3/6/2020		158.53
454	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1086990	3/5/2020	3/13/2020		79.04
455	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1088070	3/12/2020	3/20/2020		27.00
456	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1088072	3/12/2020	3/20/2020		79.04
457	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1086988	3/12/2020	3/20/2020		88.10
458	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1089157	3/19/2020	3/30/2020		27.00
459	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1089159	3/19/2020	3/30/2020		79.04
460	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		460.13
461	WAYNE OXYGEN & WELDING SUPPLY CO. INC	GENERAL MATERIALS AND	CHEMICALS		68528C	3/5/2020	3/13/2020		52.62
462									
463									
464	GENERAL SERVICES								
465	AQUA VIRGINIA, INC.	WATER SERVICES	REGISTRAR		7970740556855 031220	3/12/2020	3/20/2020		21.36
466	AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST		1530185055090 031220	3/12/2020	3/20/2020		22.86
467	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST		7929310552932 031220	3/12/2020	3/20/2020		24.35
468	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST		7929300552931 031220	3/12/2020	3/20/2020		33.33
469	AQUA VIRGINIA, INC.	WATER SERVICES	ADMIN OFFICE		7800100540828 031220	3/12/2020	3/20/2020		87.74
470	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS ZXCR		275904-015 022420	2/24/2020	3/6/2020		397.00
471	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS-ZXCR		275904-017 022420	2/24/2020	3/6/2020		400.87
472	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE		275907-002 030320	3/3/2020	3/13/2020		441.31
473	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	LIBRARY		275906-001 022820	2/28/2020	3/13/2020		2,091.78
474	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PUBLIC SAFETY BLDG		85473-002 022820	2/28/2020	3/13/2020		2,872.17
475	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE		105221-006 031820	3/18/2020	3/30/2020		30.40
476	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	POLE BARN		275904-006 031820	3/18/2020	3/30/2020		30.60
477	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	RENTERS		105221-002 031820	3/18/2020	3/30/2020		32.40
							Total:		\$19,408.32

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478	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE	105221-007 031820	3/18/2020	3/30/2020	32.40		
479	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE	105221-008 031820	3/18/2020	3/30/2020	32.40		
480	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009 031820	3/18/2020	3/30/2020	32.40		
481	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	HERITAGE FARM MUSEUM	275904-011 031820	3/18/2020	3/30/2020	32.76		
482	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	RENTERS USE	105221-003 031820	3/18/2020	3/30/2020	34.12		
483	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	SOCCER FIELD CONCESSIONS	105221-004 031820	3/18/2020	3/30/2020	36.41		
484	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	OUTLETS-PUBLIC SAFETY	85473-003 031820	3/18/2020	3/30/2020	90.73		
485	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	DOG KENNEL	275904-008 31820	3/18/2020	3/30/2020	118.12		
486	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	VFW HALL	275904-010 031820	3/18/2020	3/30/2020	157.97		
487	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	LANDFILL E911 TOWER	85473-005 031820	3/18/2020	3/30/2020	202.16		
488	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COLUMBIA E911 TOWER	85473-006 031820	3/18/2020	3/30/2020	205.53		
489	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	LANDFILL	275904-002 031820	3/18/2020	3/30/2020	220.73		
490	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PUBLIC SAFETY BLDG E911 TOWER	275904-009 031820	3/18/2020	3/30/2020	336.20		
491	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE	275904-004 031820	3/18/2020	3/30/2020	572.95		
492	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	PUBLIC SAFETY ST LIGHTS	85473-001 031820	3/18/2020	3/30/2020	74.56		
493	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 021620	2/16/2020	3/6/2020	239.32		
494	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 021620	2/16/2020	3/6/2020	682.57		
495	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES	309428096 031620	3/16/2020	3/30/2020	48.60		
496	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES	309697981 031620	3/16/2020	3/30/2020	58.39		
497	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 031620	3/16/2020	3/30/2020	59.65		
498	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 031620	3/16/2020	3/30/2020	116.71		
499	CENTURYLINK	TELECOMMUNICATIONS	RESCUE SQUAD	310110229 031620	3/16/2020	3/30/2020	203.81		
500	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES	309363296 031620	3/16/2020	3/30/2020	594.32		
501	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5016192515	2/26/2020	3/6/2020	41.09		
502	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	8404531185	2/26/2020	3/6/2020	49.45		
503	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5016192514	2/26/2020	3/6/2020	95.18		
504	CINTAS	MAINTENANCE CONTRACTS	PUBLIC WORKS FIRST AID	5015717828	1/2/2020	3/20/2020	279.45		
505	COUNTY WASTE, LLC	MAINTENANCE CONTRACTS	TRASH SERVICE	031320	3/13/2020	3/20/2020	20.00		
506	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALLFIELD	3023889169 022520	2/25/2020	3/6/2020	10.59		
507	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MIAN ST 2 STORY BLDG	1134080009 022720	2/27/2020	3/6/2020	27.71		
508	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION CELL TOWER	5699060132 022720	2/27/2020	3/6/2020	44.47		
509	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LG BALLFIELD CONCESSION	0692200942 022720	2/27/2020	3/6/2020	46.53		
510	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 022720	2/27/2020	3/6/2020	48.43		
511	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SMALL BALLFIELD CONCESSION	0274195007 022720	2/27/2020	3/6/2020	54.39		
512	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	REGISTRAR	1284152509 022720	2/27/2020	3/6/2020	90.58		
513	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MADISON HWY	7048771633 022720	2/27/2020	3/6/2020	98.17		
514	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 022720	2/27/2020	3/6/2020	112.15		
515	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO RD	6260822157 022720	2/27/2020	3/6/2020	122.28		
516	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEAVER BLDG	1124090000 022720	2/27/2020	3/6/2020	162.45		
517	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	JAIL MUSEUM	1424085007 022520	2/25/2020	3/6/2020	186.20		
518	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CARYSBROOK GYM	0084297506 022420	2/24/2020	3/6/2020	195.31		
519	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS	2554330007 022720	2/27/2020	3/6/2020	203.15		
520	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	90 RESCUE LANE	4894115007 022420	2/24/2020	3/6/2020	252.50		

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521	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PALMYRA FIRE STATION	1005898992 022420	2/24/2020	3/6/2020	326.88		
522	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FORK UNION FIRE STATION	4834680458 022520	2/25/2020	3/6/2020	367.07		
523	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FUSD OFFICE	8866300000 022720	2/27/2020	3/6/2020	388.43		
524	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS	4144237502 022420	2/24/2020	3/6/2020	631.16		
525	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HISTORIC COURTHOUSE	1144090006 022420	2/24/2020	3/6/2020	721.54		
526	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER OFFICE	1024205005 022420	2/24/2020	3/6/2020	892.52		
527	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ADMIN BLDG	1404067504 022420	2/24/2020	3/6/2020	1,232.90		
528	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	EXT OFFICE	433188158 022520	2/25/2020	3/6/2020	1,454.38		
529	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOCIAL SERVICES	0074032509 022420	2/24/2020	3/6/2020	1,835.05		
530	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COURTS BLDG	8895892548 022420	2/24/2020	3/6/2020	2,015.47		
531	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMONWEALTH ATTORNEY	6274752663 022720	2/27/2020	3/13/2020	239.67		
532	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 022720	2/27/2020	3/6/2020	78.02		
533	DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 022720	2/27/2020	3/6/2020	79.05		
534	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 032720	2/27/2020	3/6/2020	484.09		
535	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 032720	2/27/2020	3/13/2020	207.19		
536	ENVIRO-KLEAN CO.	MAINTENANCE CONTRACTS	YEARLY SERVICE AGREEMENT	132-08-0159 030620	3/6/2020	3/30/2020	500.00		
537	GENSERV LLC	MAINTENANCE CONTRACTS	INSPECTION/MAINTENANCE	3557	3/14/2020	3/20/2020	4,100.00		
538	INTRASTATE PEST	MAINTENANCE CONTRACTS	MONTHLY SERVICES	1118963	2/28/2020	3/13/2020	526.00		
539	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	WASTE CONTAINERS	0410-000693926	2/29/2020	3/13/2020	878.34		
540	SHRED-IT USA LLC	LEASE/RENT	SHRED	8129378231	3/7/2020	3/13/2020	183.30		
541	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	CONTRACT RENEWAL	9527740	3/2/2020	3/6/2020	15.00		
542	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	9380671	2/27/2020	3/6/2020	139.11		
543	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	9380723	2/27/2020	3/6/2020	889.91		
544	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	9548965	3/6/2020	3/13/2020	974.06		
545	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	9627840	3/19/2020	3/30/2020	929.34		
546	THE SUPPLY ROOM	LEASE/RENT	WATER ORDERS	030220	3/2/2020	3/6/2020	229.77		
547	THE SUPPLY ROOM	WATER SERVICES	WATER ORDERS	030220	3/2/2020	3/6/2020	389.22		
548	TIGER FUEL COMPANY	HEATING SERVICES	BALANCE DUE HEATING OIL	268004 022020	3/2/2020	3/6/2020	64.29		
549	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	292901	2/27/2020	3/6/2020	538.42		
550	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	276937	3/5/2020	3/13/2020	57.05		
551	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	300741	3/5/2020	3/13/2020	557.51		
552	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	310852	3/16/2020	3/20/2020	557.19		
553	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	313844	3/19/2020	3/30/2020	1,389.33		
554	TREASURER, FLUVANNA CO	SEWER SERVICES	REGISTRAR	46898	3/16/2020	3/20/2020	13.83		
555	TREASURER, FLUVANNA CO	SEWER SERVICES	18 MAIN ST	46895	3/16/2020	3/20/2020	16.12		
556	TREASURER, FLUVANNA CO	SEWER SERVICES	PUBLIC WORKS	46896	3/16/2020	3/20/2020	17.65		
557	TREASURER, FLUVANNA CO	SEWER SERVICES	PLEASANT GROVE HOUSE	46916	3/16/2020	3/20/2020	17.68		
558	TREASURER, FLUVANNA CO	SEWER SERVICES	LIBRARY	46907	3/16/2020	3/20/2020	19.95		
559	TREASURER, FLUVANNA CO	SEWER SERVICES	PUBLIC SAFETY BLDG	46906	3/16/2020	3/20/2020	23.77		
560	TREASURER, FLUVANNA CO	SEWER SERVICES	ADMIN	46889	3/16/2020	3/20/2020	36.78		
561	TREASURER, FLUVANNA CO	SEWER SERVICES	COURTS	46888	3/16/2020	3/20/2020	42.13		
562	TREASURER, FLUVANNA CO	WATER SERVICES	FORK UNION	47184	3/16/2020	3/20/2020	21.00		
563	TREASURER, FLUVANNA CO	WATER SERVICES	SOFTBALL FIELD	47228	3/16/2020	3/20/2020	21.00		

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564	TREASURER, FLUVANNA CO	WATER SERVICES	BASEBALL FIELD		47229	3/16/2020	3/20/2020		21.00
565	TREASURER, FLUVANNA CO	WATER SERVICES	CARYSBROOK BLDG		47070	3/16/2020	3/20/2020		49.60
566	TREASURER, FLUVANNA CO	WATER SERVICES	FIREHOUSE		47230	3/16/2020	3/20/2020		61.70
567	TREASURER, FLUVANNA CO	WATER SERVICES	FLUVANNA GYM		47069	3/16/2020	3/20/2020		91.40
568	VIRGINIA UTILITY PROTECTION SERVICES INC	MAINTENANCE CONTRACTS	TRANSMISSIONS		02200162	2/29/2020	3/6/2020		13.65
569									
570									
571	PUBLIC WORKS								
572	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL	FUEL		SQLCD-582979	3/3/2020	3/6/2020		41.02
573	MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	VEHICLE FUEL	FUEL		SQLCD-586185	3/17/2020	3/20/2020		57.40
574	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		167.32
575	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MONTHLY CHARGES		26565137	2/24/2020	3/6/2020		93.04
576									
577									
578	CONVENIENCE CENTER								
579	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		40.00
580	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH AND RECYCLING		4347-000006405	2/29/2020	3/13/2020		8,043.97
581	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	DISPOSAL & DISMOUNT		FCPW19	3/6/2020	3/13/2020		91.00
582	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	DISMOUNT WHEELS		FCPW020	3/18/2020	3/30/2020		90.00
583	CENTURYLINK	TELECOMMUNICATIONS	CONVENIENCE CENTER		310392717 031620	3/16/2020	3/30/2020		77.48
584	FLUVANNA ACE HARDWARE	OFFICE SUPPLIES	PUBIC WORKS SUPPLIES		022920	2/29/2020	3/13/2020		29.97
585	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		68.26
586	NOLAND	BLDGS EQUIP REP & MAINT	RECOVERY TANK		503503 03	2/27/2020	3/13/2020		46.10
587	JOHN RAY PAGE	PART-TIME SALARIES &	OUTSTANDING PAYROLL CHECK		23409 053003	5/30/2003	3/6/2020		226.91
588	REPUBLIC SERVICES #410	CONTRACT SERVICES	LANDFILL WASTE CONTAINER PICK		0410-000693703	2/29/2020	3/13/2020		6,508.50
589	UPS	OFFICE SUPPLIES	PRINTER PAPER RECEIPTS		000076V549100	3/7/2020	3/20/2020		10.26
590	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		81.97
591									
592									
593	PUBLIC UTILITIES								
594	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	DOG PARK WELL		203061-001 031820	3/18/2020	3/30/2020		30.60
595	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK		105221-001 031820	3/18/2020	3/30/2020		130.33
596	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER TREATMENT		310089744 021920	2/19/2020	3/6/2020		53.18
597	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER TREATMENT		309433290 021920	2/19/2020	3/6/2020		69.29
598	CENTURYLINK	TELECOMMUNICATIONS	FUSD		309719161 031620	3/16/2020	3/30/2020		212.01
599	CINTAS	LAUNDRY AND DRY CLEANING	DRY CLEANING		4043301253	2/20/2020	3/13/2020		4.48
600	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE WELL		4501632147 022520	2/25/2020	3/6/2020		233.07
601	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION		7712348080 022720	2/27/2020	3/13/2020		63.94
602	GENSERV LLC	BLDGS EQUIP REP & MAINT	INSTALL RUN CLOCK		3563	3/23/2020	3/30/2020		214.55
603	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69209	2/28/2020	3/13/2020		130.00
604	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69308	2/28/2020	3/13/2020		177.00
605	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69309	2/28/2020	3/13/2020		247.00
606	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69311	2/28/2020	3/13/2020		247.00

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607	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69377	3/11/2020	3/20/2020		100.00
608	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69378	3/11/2020	3/20/2020		100.00
609	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69366	3/11/2020	3/20/2020		130.00
610	INBODEN ENVIRONMENTAL SERVICES, INC.	OUTSIDE ANALYTICAL	WASTEWATER MONITORING		69421	3/19/2020	3/30/2020		130.00
611	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		567.37
612	JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLES REP & MAINT	CAR SUPPLIES		022920	2/29/2020	3/13/2020		172.52
613	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		01515654 021820	2/18/2020	3/6/2020		276.05
614	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		49.95
615	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1085907	2/27/2020	3/6/2020		40.65
616	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1086989	3/5/2020	3/13/2020		40.65
617	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1088071	3/12/2020	3/20/2020		40.65
618	UNIFIRST CORP	LAUNDRY AND DRY CLEANING	DRY CLEANING		202 1089158	3/19/2020	3/30/2020		40.65
619	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES		RI768362	2/28/2020	3/6/2020		611.60
620	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES		RI768364	2/28/2020	3/6/2020		1,998.55
621	UNIVAR USA, INC.	CHEMICAL SUPPLIES	DRY CLEANING		RI763493	10/30/2019	3/20/2020		90.71
622	UNIVAR USA, INC.	CHEMICAL SUPPLIES	DRY CLEANING		RI763482	10/30/2019	3/20/2020		1,990.03
623	UNIVAR USA, INC.	CHEMICAL SUPPLIES	DRY CLEANING		RI763646	11/1/2019	3/20/2020		3,195.57
624	UNIVAR USA, INC.	CHEMICAL SUPPLIES	CHEMICAL SUPPLIES		RI769189	3/20/2020	3/30/2020		4,007.84
625	USABLUBOOK	GENERAL MATERIALS AND	CLEANING SUPPLIES		161609	3/3/2020	3/20/2020		137.95
626	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES		05451838	3/25/2020	3/30/2020		18.72
627	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		375.87
628	VERIZON	TELECOMMUNICATIONS	MONTHLY CHARGES		9849293880	2/27/2020	3/20/2020		167.67
629	VSI SUPPLY	BLDGS EQUIP REP & MAINT	SUPPLIES		S4827	2/24/2020	3/13/2020		45.75
630	VSI SUPPLY	GENERAL MATERIALS AND	SUPPLIES		S4739	2/12/2020	3/13/2020		250.32
631									
632									
633	HEALTH								
634	CENTURYLINK	TELECOMMUNICATIONS	FINANCE		309762613 021620	2/16/2020	3/6/2020		156.27
635									
636									
637	CSA								
638	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		3.58
639	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		12.79
640	BANK OF AMERICA	FOOD SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		28.38
641	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE		01515654 021820	2/18/2020	3/6/2020		117.05
642	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		(\$21.69)
643	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES		8057643635	2/29/2020	3/13/2020		68.72
644									
645									
646	CSA PURCHASE OF SERVICES								
647	AMY Z. COBERT, M.A., CCC-SLP	POS MANDATED SPED-			P02925056166	2/29/2020	3/6/2020		480.00
648		COMM SVCS			P02925056926	2/29/2020	3/20/2020		110.00
649		COMM SVCS			P02925059927	2/29/2020	3/20/2020		110.00

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650		COMM SVCS			P01925059937	1/31/2020	3/20/2020		220.00
651		COMM SVCS			P02925059628	2/29/2020	3/20/2020		220.00
652		COMM SVCS			P02925065029	2/29/2020	3/20/2020		220.00
653		COMM SVCS			P02925074230	2/29/2020	3/20/2020		302.50
654		COMM SVCS			P01925059538	1/31/2020	3/20/2020		440.00
655		COMM SVCS			P01925059639	1/31/2020	3/20/2020		440.00
656		COMM SVCS			P01925065040	1/31/2020	3/20/2020		440.00
657		COMM SVCS			P01925056841	1/31/2020	3/20/2020		880.00
658		COMM SVCS			P01925056942	1/31/2020	3/20/2020		990.00
659		FF4E-COMM SVCS			P01925066059	1/31/2020	3/20/2020		110.00
660		FF4E-COMM SVCS			P01925066160	1/31/2020	3/20/2020		110.00
661		FF4E-COMM SVCS			P02925072449	2/29/2020	3/20/2020		165.00
662		FF4E-COMM SVCS			P11925065767	11/30/2019	3/20/2020		220.00
663		FF4E-COMM SVCS			P11925065868	11/30/2019	3/20/2020		220.00
664		FF4E-COMM SVCS			P11925065569	11/30/2019	3/20/2020		330.00
665		FF4E-COMM SVCS			P02925072050	2/29/2020	3/20/2020		440.00
666		FF4E-COMM SVCS			P02925072251	2/29/2020	3/20/2020		440.00
667		FF4E-COMM SVCS			P02925071952	2/29/2020	3/20/2020		495.00
668		FF4E-COMM SVCS			P12925065746	12/31/2019	3/20/2020		605.00
669		FF4E-COMM SVCS			P12925065847	12/31/2019	3/20/2020		605.00
670		FF4E-COMM SVCS			P12925065548	12/31/2019	3/20/2020		660.00
671		FF4E-COMM SVCS			P02925071853	2/29/2020	3/20/2020		935.00
672		FF4E-COMM SVCS			P02925072154	2/29/2020	3/20/2020		1,100.00
673		FF4E-COMM SVCS			P02925072355	2/29/2020	3/20/2020		1,100.00
674		FF4E-COMM SVCS			P02925060756	2/29/2020	3/20/2020		1,233.54
675		FF4E-COMM SVCS			P01925065561	1/31/2020	3/20/2020		1,375.00
676		FF4E-COMM SVCS			P01925065762	1/31/2020	3/20/2020		1,375.00
677		FF4E-COMM SVCS			P01925065863	1/31/2020	3/20/2020		1,375.00
678		FF4E-COMM SVCS			P01925060764	1/31/2020	3/20/2020		1,383.90
679	BELIEVE IN ME YOUTH & FAMILY SERVICES, LLC.	FF4E-COMM SVCS			P03925067965	3/31/2020	3/20/2020		630.00
680	BELIEVE IN ME YOUTH & FAMILY SERVICES, LLC.	FF4E-COMM SVCS			P03925068066	3/31/2020	3/20/2020		900.00
681	BELIEVE IN ME YOUTH & FAMILY SERVICES, LLC.	POS MANDATED WSS			P02925068672	2/29/2020	3/20/2020		450.00
682	C.M. MENTORING SERVICES LLC	COMM SVCS			P02925056369	2/29/2020	3/6/2020		1,292.50
683	C.M. MENTORING SERVICES LLC	COMM SVCS			P02925055570	2/29/2020	3/6/2020		1,650.00
684	C.M. MENTORING SERVICES LLC	POS MANDATED WSS			P02925057983	2/29/2020	3/6/2020		935.00
685	CHILD CONNECTION DEVELOPMENT CENTER, INC.	COMM SVCS			P02925059771	2/29/2020	3/6/2020		840.00
686	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P02925073181	2/29/2020	3/30/2020		1,818.88
687	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P09925070186	9/30/2019	3/30/2020		1,881.60
688	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P11925070284	11/30/2019	3/30/2020		1,881.60
689	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P01925070282	1/31/2020	3/30/2020		1,944.32
690	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P07925070083	7/31/2019	3/30/2020		1,944.32
691	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P08925070179	8/31/2019	3/30/2020		1,944.32
692	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P10925070185	10/31/2019	3/30/2020		1,944.32

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693	COMMUNITY ATTENTION CENTER	POS MAND THER FC 4E			P12925070280	12/31/2019	3/30/2020		1,944.32
694	COUNSELING ALLIANCE OF VA, LLC	COMM SVCS			P02925063131	2/29/2020	3/20/2020		600.00
695	COUNSELING ALLIANCE OF VA, LLC	COMM SVCS			P02925058132	2/29/2020	3/20/2020		1,462.50
696	CUMBERLAND HOSPITAL LLC	EDUC SVCS CONG CARE			P02925066391	2/29/2020	3/13/2020		4,180.00
697	DETOUR MENTORING	COMM SVCS			P02925071772	2/29/2020	3/6/2020		600.00
698	DETOUR MENTORING	COMM SVCS			P03925076075	3/31/2020	3/30/2020		360.00
699	DETOUR MENTORING	COMM SVCS			P03925071776	3/31/2020	3/30/2020		420.00
700	DETOUR MENTORING	COMM SVCS			P03925078877	3/31/2020	3/30/2020		540.00
701	DETOUR MENTORING	FF4E-COMM SVCS			P02925073379	2/29/2020	3/6/2020		840.00
702	DETOUR MENTORING	FF4E-COMM SVCS			P03925073378	3/31/2020	3/30/2020		720.00
703	DETOUR MENTORING	POS MANDATED WSS			P03925074587	3/31/2020	3/30/2020		600.00
704		POS MANDATED FFOP			P02925050482	2/29/2020	3/6/2020		2,513.00
705	ELK HILL	EDUC SVCS CONG CARE			P02925062343	2/29/2020	3/20/2020		4,069.80
706	ELK HILL	POS MANDATED SPED-			P02925075111	2/25/2020	3/20/2020		428.40
707	ELK HILL	POS MANDATED SPED-			P02925077312	2/29/2020	3/20/2020		642.60
708	ELK HILL	POS MANDATED SPED-			P02925063413	2/29/2020	3/20/2020		1,650.00
709	ELK HILL	POS MANDATED SPED-			P08925074410	8/31/2019	3/20/2020		2,142.00
710	ELK HILL	POS MANDATED SPED-			P07925074425	7/31/2019	3/20/2020		4,069.80
711	ELK HILL	POS MANDATED SPED-			P02925063714	2/29/2020	3/20/2020		4,284.00
712	ELK HILL	POS MANDATED SPED-			P02925063815	2/29/2020	3/20/2020		4,284.00
713	ELK HILL	POS MANDATED SPED-			P02925063916	2/29/2020	3/20/2020		4,284.00
714	ELK HILL	RES. CONG. CARE			P02925062070	2/29/2020	3/20/2020		5,800.00
715	FLUVANNA DEPARTMENT OF SOCIAL SERVICES	COMM SVCS			P02925076373	2/3/2020	3/6/2020		1,406.00
716	FLUVANNA DEPARTMENT OF SOCIAL SERVICES	COMM SVCS			P02925074974	2/19/2020	3/6/2020		1,487.00
717	FLUVANNA DEPARTMENT OF SOCIAL SERVICES	COMM SVCS			P02925076275	2/3/2020	3/6/2020		1,487.00
718	HALLMARK YOUTHCARE	EDUC SVCS CONG CARE			P02925071592	2/26/2020	3/13/2020		2,358.00
719	HALLMARK YOUTHCARE	EDUC SVCS CONG CARE			P02925070993	2/29/2020	3/13/2020		3,260.00
720	HALLMARK YOUTHCARE	EDUC SVCS CONG CARE			P02925078044	2/29/2020	3/20/2020		262.00
721	HALLMARK YOUTHCARE	FC4E RES/CONG/CSA PARENT			P02925071499	2/26/2020	3/13/2020		5,070.00
722	HALLMARK YOUTHCARE	FC4E RES/CONG/CSA PARENT			P02925077945	2/29/2020	3/20/2020		585.00
723	HARBOR POINT BEHAVIORAL HEALTH CENTER	EDUC SVCS CONG CARE			P02925071294	2/20/2020	3/13/2020		1,900.00
724	HARBOR POINT BEHAVIORAL HEALTH CENTER	RES. CONG. CARE			P02925071104	2/20/2020	3/13/2020		7,264.00
725	HEALTH CONNECT AMERICA, INC.	POS MANDATED SPED-			P02925052484	2/29/2020	3/13/2020		5,800.00
726	HEALTH CONNECT AMERICA, INC.	POS MANDATED SPED-			P02925055185	2/29/2020	3/13/2020		5,800.00
727	JACKSON-FEILD HOMES INC	EDUC SVCS CONG CARE			P02925066595	2/29/2020	3/13/2020		3,610.00
728	JACKSON-FEILD HOMES INC	EDUC SVCS CONG CARE			P02925071397	2/29/2020	3/13/2020		3,610.00
729	JACKSON-FEILD HOMES INC	EDUC SVCS CONG CARE			P02925074096	2/29/2020	3/13/2020		3,610.00
730	LIVE OAK MENTORING LLC	COMM SVCS			P02925074686	2/29/2020	3/13/2020		50.00
731	LIVE OAK MENTORING LLC	COMM SVCS			P02925058387	2/29/2020	3/13/2020		1,250.00
732	LIVE OAK MENTORING LLC	COMM SVCS			P02925070388	2/29/2020	3/13/2020		1,500.00
733	LIVE OAK MENTORING LLC	COMM SVCS			P02925064534	2/29/2020	3/20/2020		1,250.00
734	LIVE OAK MENTORING LLC	COMM SVCS			P02925071633	2/29/2020	3/20/2020		1,250.00
735	LIVE OAK MENTORING LLC	NON-MAND COMM BASED			P02925064409	2/29/2020	3/13/2020		750.00

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736	LIVE OAK MENTORING LLC	POS MANDATED WSS		P02925075273	2/29/2020	3/20/2020	750.00		
737	LIVE OAK MENTORING LLC	POS MANDATED WSS		P02925074374	2/29/2020	3/20/2020	1,000.00		
738		COMM SVCS		P02925075035	2/29/2020	3/20/2020	2,500.00		
739	NATURAL STEPS LLC	COMM SVCS		P02925058436	2/29/2020	3/20/2020	680.00		
740	NATURAL STEPS LLC	FF4E-COMM SVCS		P02925072957	2/29/2020	3/20/2020	612.00		
741	NATURAL STEPS LLC	FF4E-COMM SVCS		P02925073058	2/29/2020	3/20/2020	820.00		
742	PARACLETE THERAPEUTICS LLC	COMM SVCS		P02925067677	2/29/2020	3/6/2020	1,200.00		
743	PARACLETE THERAPEUTICS LLC	COMM SVCS		P02925074176	2/29/2020	3/6/2020	1,200.00		
744	PARACLETE THERAPEUTICS LLC	COMM SVCS		P02925071078	2/29/2020	3/6/2020	1,500.00		
745	PEOPLE PLACES, INC.	COMM SVCS		P02925057089	2/29/2020	3/13/2020	14.38		
746	PEOPLE PLACES, INC.	COMM SVCS		P02925065290	2/29/2020	3/13/2020	244.38		
747	PEOPLE PLACES, INC.	FF4E-COMM SVCS		P02925057700	2/29/2020	3/13/2020	300.00		
748	PEOPLE PLACES, INC.	POS MAND THER FC 4E		P02925060508	2/29/2020	3/13/2020	3,480.00		
749	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P02925076406	2/25/2020	3/13/2020	2,760.00		
750	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P02925076507	2/25/2020	3/13/2020	2,760.00		
751	PEOPLE PLACES, INC.	TFC LIC. RES CONG CARE		P02925076671	2/29/2020	3/20/2020	480.00		
752	PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS		P02925067080	2/29/2020	3/6/2020	600.00		
753	SECURE CHILD IN- HOME PROGRAM	FF4E-COMM SVCS		P02925060601	2/29/2020	3/13/2020	2,300.00		
754	SECURE CHILD IN- HOME PROGRAM	FF4E-COMM SVCS		P02925072802	2/29/2020	3/13/2020	2,300.00		
755		POS MANDATED FFOP		P02925025281	2/29/2020	3/6/2020	945.00		
756	THE DISCOVERY SCHOOL OF VA FOR GIRLS	EDUC SVCS CONG CARE		P02925061498	2/29/2020	3/13/2020	2,465.00		
757	THE DISCOVERY SCHOOL OF VA FOR GIRLS	RES. CONG. CARE		P02925061305	2/29/2020	3/13/2020	3,393.00		
758	THE FAISON CENTER, INC	POS MANDATED SPED-		P02925027417	2/29/2020	3/20/2020	5,300.00		
759	THE FAISON CENTER, INC	POS MANDATED SPED-		P02925030318	2/29/2020	3/20/2020	6,641.00		
760	THE FAISON CENTER, INC	POS MANDATED SPED-		P02925030019	2/29/2020	3/20/2020	10,001.00		
761	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P02925029768	2/29/2020	3/6/2020	5,700.00		
762	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P02925064767	2/29/2020	3/6/2020	5,700.00		
763	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P02925077220	2/29/2020	3/20/2020	600.00		
764		POS MANDATED FFOP		P02925055303	2/29/2020	3/13/2020	1,016.00		
765	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P02925079821	2/29/2020	3/20/2020	1,272.96		
766	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P02925075522	2/25/2020	3/20/2020	4,667.52		
767	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P02925060423	2/29/2020	3/20/2020	8,486.40		
768	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P02925060324	2/29/2020	3/20/2020	9,511.40		
769									
770									
771	PARKS & RECREATION								
772	4IMPRINT, INC	PROFESSIONAL SERVICES	PARKS N REC CUSTOM ORDER	8203750	3/10/2020	3/20/2020	3,116.45		
773	AMAZON CAPITAL SERVICES	RECREATIONAL SUPPLIES	PARKING SIGNS	1TDK-GF44-CYXJ	3/11/2020	3/20/2020	47.96		
774	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOG CLASS	25	2/12/2020	3/13/2020	1,088.00		
775	ATWOOD REPROGRAPHICS, INC	PRINTING AND BINDING	MAP PRINTING	157886	2/24/2020	3/13/2020	488.30		
776	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY METER BILLING	090179	2/27/2020	3/6/2020	29.29		
777	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY BILLING	090180	2/27/2020	3/6/2020	129.00		
778	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES	022920	2/29/2020	3/20/2020	48.41		
								Total:	\$230,380.26

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779	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		88.13
780	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		109.55
781	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		132.19
782	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		181.36
783	BONNIE SNODDY	PROFESSIONAL SERVICES	KARATE		27	2/12/2020	3/20/2020		346.50
784	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC		309373828 021620	2/16/2020	3/6/2020		324.93
785	CENTURYLINK	TELECOMMUNICATIONS	PARK N REC		309373828 031620	3/16/2020	3/30/2020		325.41
786	CINTAS	CONTRACT SERVICES	FIRST AID		5016192516	2/26/2020	3/6/2020		28.64
787	CINTAS	CONTRACT SERVICES	FIRST AID		5016192518	2/26/2020	3/6/2020		43.37
788	DEVI PETERSON	PROFESSIONAL SERVICES	YOGA		24 010620	2/28/2020	3/6/2020		256.20
789	HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSEBACK CLASS		26 021920	2/19/2020	3/20/2020		280.00
790	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL		030220	3/2/2020	3/6/2020		132.05
791	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET		125648	3/2/2020	3/13/2020		10.34
792	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET		125647	3/2/2020	3/13/2020		60.00
793	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET		125651	3/2/2020	3/13/2020		60.00
794	NATIONAL ENTERTAINMENT TECHNOLOGIES, INC.	RECREATIONAL SUPPLIES	EASTER CANDY FILLED EGGS		200304015	3/4/2020	3/13/2020		840.00
795	RANGELAND GLO-WRAP	RECREATIONAL SUPPLIES	TROPHIES		4081	2/26/2020	3/6/2020		682.53
796	SAM'S CLUB	RECREATIONAL SUPPLIES	PARKS N REC		012620	1/26/2020	3/6/2020		550.32
797	SAM'S CLUB	RECREATIONAL SUPPLIES	EASTER EVENT		9179 022420	2/24/2020	3/6/2020		149.90
798	VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	MONTHLY CHARGES		05451838	3/25/2020	3/30/2020		18.72
799	VERIZON WIRELESS	TELECOMMUNICATIONS	WIRELESS MONTHLY CHARGES		9850823629	3/19/2020	3/30/2020		167.32
800	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MONTHLY CHARGES		26539852	2/24/2020	3/6/2020		20.31
801	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MONTHLY CHARGES		26539851	2/18/2020	3/6/2020		101.15
802	VIRGINIA CORRECTIONAL ENTERPRISE	OFFICE SUPPLIES	MUSEUM CARDS		9580832	2/18/2020	3/6/2020		40.00
803	VIRGINIA CORRECTIONAL ENTERPRISE	PRINTING AND BINDING	BUSINESS CARDS		9582581	3/12/2020	3/30/2020		115.00
804	VIRGINIA RECREATION & PARK SOCIETY	POSTAL SERVICES	SHIPPING FEES		36780	3/19/2020	3/30/2020		15.00
805									
806									
807	LIBRARY								
808	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS		031020	3/10/2020	3/30/2020		6,802.60
809	AMAZON.COM	OFFICE SUPPLIES	BOOKS		031020	3/10/2020	3/30/2020		296.92
810	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		10.00
811	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		15.00
812	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		18.00
813	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		19.99
814	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		20.00
815	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		21.05
816	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		45.19
817	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		47.36
818	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		72.63
819	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD PURCHASES		022920	2/29/2020	3/20/2020		339.98
820	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY		90295437	3/8/2020	3/30/2020		970.98
821	DEMCO	OFFICE SUPPLIES	SUPPLIES		6783577	3/4/2020	3/13/2020		217.76
							Total:		\$10,026.33

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865									
866	FACILITIES CAP PROJ								
867	COMMONWEALTH INTERIORS	CONTRACT SERVICES	CARPET AT SOCIAL SERVICES	2020-050	3/2/2020	3/6/2020	2,950.00		
868	J&A PAINTING	CONTRACT SERVICES	SOCOAL SERVICES ROOM PAINTING	030320	3/3/2020	3/13/2020	1,420.00		
869	TRANE U.S., INC.	CONTRACT SERVICES	EQUIPMENT	310683097	3/10/2020	3/30/2020	1,050.00		
870						Total:	\$5,420.00		
871									
872	PUBLIC WORKS CAPITAL PROJECT								
873	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	FLUV UTILITY STANDARDS MANUAL	1800695	2/28/2020	3/13/2020	960.00		
874	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	ASSET MGMT PLAN & BILLING RATE	1800697	2/28/2020	3/13/2020	2,140.00		
875	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WWW MASTER PLAN	1800698	2/28/2020	3/13/2020	4,450.00		
876						Total:	\$7,550.00		
877									
878	SCHOOL TRANSPORT CAP PROJ								
879	BLUE BIRD BUS SALES	VEHICLE	FY20 CIP FLEET REPLACEMENT	M006000157	2/24/2020	3/6/2020	94,500.00		
880						Total:	\$94,500.00		
881									
882	SCHOOL OPS & MAINT CAP PROJ								
883	CMC SUPPLY INC	CONTRACT SERVICES	CARYSBROOK ROOF-PHASE 2	S3198787.002	3/3/2020	3/13/2020	6,014.37		
884	QUALITY CCTV SYSTEMS, INC.	CONTRACT SERVICES	SBO RENOVATIONS	18439	3/11/2020	3/20/2020	12,173.00		
885	TJL ENVIRONMENTAL HEALTH CONSULTANTS, INC.	CONTRACT SERVICES	ABRAMS ASBESTOS TESTING	FLUCO1219	12/29/2019	3/6/2020	9,955.00		
886	WHITLEY/SERVICE ROOFING & SHEET METAL	CONTRACT SERVICES	CARYSBROOK ROOF	31284 31285	3/16/2020	3/20/2020	39,981.20		
887						Total:	\$68,123.57		
888									
889						302 CAPITAL IMPROVEMENT	Fund Total:	\$229,093.57	
890	Fund # - 401 DEBT SERVICE								
891	DEBT SERVICE - COUNTY								
892	U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE-COURTHOUSE, LIBRARY, FIRE	032520	2/13/2020	3/25/2020	6,616.17		
893	U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE INT	DEBT SERVICE-COURTHOUSE, LIBRARY, FIRE	032520	2/13/2020	3/25/2020	24,124.54		
894	U.S. BANK OPERATIONS CENTER	2014C - LIBRARY INT	DEBT SERVICE-COURTHOUSE, LIBRARY, FIRE	032520	2/13/2020	3/25/2020	11,218.67		
895						Total:	\$41,959.38		
896									
897						401 DEBT SERVICE	Fund Total:	\$41,959.38	
898	Fund # - 502 SEWER								
899	PALMYRA SEWER OPER EXPENSES								
900	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 022420	2/24/2020	3/6/2020	1,043.07		
901	USABLUBOOK	OTHER OPERATING SUPPLIES	CLEANING SUPPLIES	161609	3/3/2020	3/20/2020	516.15		
902						Total:	\$1,559.22		
903									
904						502 SEWER	Fund Total:	\$1,559.22	
905	Fund # - 505 FORK UNION SANITARY DISTRICT								
906	FORK UNION SANITARY DISTRICT								
907	USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	032520	3/25/2020	3/25/2020	3,665.68		

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908								Total:	\$3,665.68
909									
910	FUSD OPERATIONAL EXPENSES								
911	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 022620	2/26/2020	3/6/2020			7.73
912	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	7224360003 022520	2/25/2020	3/6/2020			90.33
913	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL	9004200003 022520	2/25/2020	3/6/2020			130.15
914	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL	843435008 022520	2/25/2020	3/6/2020			137.70
915	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMOHUNDRO WELL	9346182505 022520	2/25/2020	3/6/2020			896.48
916	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL	9501772108 022520	2/25/2020	3/6/2020			1,421.29
917	E.W. OWEN	LEASE/RENT	WELL RENT	03012020	3/1/2020	3/6/2020			150.00
918	LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	022520	2/25/2020	3/13/2020			122.22
919	MOJOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	125341	3/2/2020	3/13/2020			60.00
920	REPUBLIC SERVICES #410	BLDGS EQUIP REP & MAINT	WASTE CONTAINER	0410-000693409	2/29/2020	3/13/2020			205.01
921	UNIVAR USA, INC.	OTHER OPERATING SUPPLIES	CHEMICAL SUPPLIES	R1769188	3/20/2020	3/30/2020			1,959.67
922	USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	032520	3/25/2020	3/25/2020			1,294.32
923								Total:	\$6,474.90
924									
925									
				505 FORK UNION SANITARY DISTRICT				Fund Total:	\$10,140.58
926	Fund # - 510 ZION XR WATER & SEWER								
927	ZION XR W&S EXPENSES								
928	A.G. DILLARD, INC.	CONSTRUCTION	ZION CROSSROADS WATER & SEWER	50078861 022520	2/25/2020	3/6/2020			122,807.67
929	ABSOLUTE PLUMBING & DRAIN CLEANING	CONSTRUCTION	PUMP TANK MAINENANCE	14321-LJE	3/13/2020	3/30/2020			850.00
930	BOWMAN CONSULTING	CONSULTING SERVICES	ZION WATER & SEWER	287664	2/29/2020	3/13/2020			2,500.00
931	CB&I, LLC	CONSTRUCTION	ZION CROSSROAD STORAGE TANK	212351-10	3/10/2020	3/13/2020			46,838.80
932	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WATER/ SEWER LINES	1794126	2/28/2020	3/13/2020			1,250.20
933	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WWPS& WBPS-INSPECTION	1794130	2/28/2020	3/13/2020			2,340.00
934	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	TASK 15 WWPS & WBPS-CONA	1794129	2/28/2020	3/13/2020			2,988.90
935	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	CONA INSPECTION	1794128	2/28/2020	3/13/2020			4,255.75
936	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WATERWORKS OPS PLAN	1800696	2/28/2020	3/13/2020			4,610.00
937	DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WA LINES INSPECTION	1794127	2/28/2020	3/13/2020			5,362.50
938	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	LEGAL FEES	141520	2/25/2020	3/13/2020			4,236.00
939	QUINN CONSULTING SERVICES INC	PROFESSIONAL SERVICES	STRUCTURAL INSPECTION/WATER TANK	6	2/26/2020	3/13/2020			1,142.77
940	U.S. BANK OPERATIONS CENTER	REDEMPTION OF INTEREST	DEBT SERVICE INT-ZXR WATER & SEWER	0325201	2/13/2020	3/25/2020			150,678.13
941	XROADS, LLC	LAND	EASEMENT	03262020	3/26/2020	3/30/2020			2,857.14
942								Total:	\$352,717.86
943									
944									
				510 ZION XR WATER & SEWER				Fund Total:	\$352,717.86
945								Total Expenditures by Fund:	\$1,594,261.01

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

TAB G

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	FY20 Sheriff Department Insurance Claim – 2016 Ford Taurus VIN#8348				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$5,159.90 to the FY20 Sheriff Vehicle Repair & Maintenance Budget to reflect reimbursement from a VACORP insurance claim.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Liz Mclver, Management Analyst				
PRESENTER(S):	Liz Mclver, Management Analyst				
RECOMMENDATION:	Recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	<p>A 2016 Ford Taurus (VIN# 8348) hit a deer during routine patrol and was declared to have body damage by VACORP. The recovered amount for the vehicle after the \$500 deductible is \$5,159.90.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	This action will increase the FY20 Sheriff Budget by \$5,159.90.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB H

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	Zion Crossroads Water & Sewer System Project Agreement #17				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #17 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with Zion Crossroads Water & Sewer System – Construction Administration Services year 2 totaling \$41,860.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C9	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Project Agreement #17 with Dewberry Engineers Inc. is required to complete Construction Administration for the Zion Crossroads Water & Sewer System • Construction Administration <ul style="list-style-type: none"> ○ Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER. ○ Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents. ○ Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector. ○ Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work. ○ Transfer field notes from the inspector and CONTRACTOR to the original drawings and provide one (1) copy of digital record drawings and three (3) printed paper sets of Record Drawings. ○ Attend substantial completion inspection, prepare punch-list, and prepare substantial completion certificate for Phase 2 of the project. ○ Complete final inspection to verify punch list has been completed. ○ Provide statement of completion letter to the Virginia Department of Health. ○ Coordinate with contractor for closeout documents 				
FISCAL IMPACT:	Budgeted in the ZXR Project				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Project Agreement #17				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This Project Agreement #17 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 202__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Contractor”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12th day of November, 2015 (including all exhibits and prior addenda thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning as in this Project Agreement except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed which are all a material part of the Agreement;

Whereas, the Contractor submitted a detailed Summary of its proposals “RE: Zion Crossroads Water and Sewer System, RFP#2015-03, Professional Engineering Services Scope of Work and Fee Proposal Summary” for the Construction Phase Year 1 and Construction Phase Year 2 services based on revised designs and a revised Project schedule in a letter to the County dated December 13, 2018, which was revised by that letter dated March __, 2020, attached hereto as **Exhibit 1 (the “Summary Letter”)** and made a material part hereof;

Whereas, the County desires that the Contractor complete the work set forth in the Summary Letter as “Construction Phase Year 2: Water and Sewer Lines – Construction Administration (Lump Sum)”, as more specifically detailed in a letter dated March 5, 2020 (which replaced a prior letter dated December 13, 2018) “RE: Zion Crossroads Water & Sewer System, RFP#2015-03, Construction Administration Services Scope of Work and Fee Proposal – Year 2” attached hereto as **Exhibit 2 (the “Services Letter”)** and made a material part hereof, and as described in the Agreement and, without limitation, as specifically described in Section 14 of the Fee Proposal, pages 17-18 (the services described in the Summary Letter, Services Letter, and Agreement described in this paragraph are collectively referred to as the “Task Order”); and

Whereas, the Contractor desires to accept the Task Order and complete all work and services necessary and related thereto.

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

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

The Agreement means the original Agreement as was modified by prior amendments including without limitation the amendments set forth in Project Agreement #12.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Contractor shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement as modified hereby.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Eric M. Dahl
 County Administrator
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1910
 E-mail: edahl@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Contractor applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) All Project Agreements under this Agreement, including exhibits thereto;
- (ii) The Agreement as amended,
- (iii) the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 10 to 22 of Exhibit 1 to the Agreement;
- (iv) the Fee Proposal, being Exhibit 3 to the Agreement;
- (v) the Proposal, being Exhibit 2 to the Agreement; and
- (vi) the RFP, being Exhibit 1 to the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vi) above, (ii) shall control over (iii) to (vi) above, etc. In resolving any conflicts between Project Agreements, the Project Agreements execute most recently shall control over older Project Agreements.

ARTICLE IV: FEES

The Contractor shall receive a flat fee of FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$41,860.00); which shall be payable by the County in five equal installments of EIGHT THOUSAND THREE HUNDRED SEVENTY-TWO and NO/100 (\$8,372.00) upon proper invoice by the Contractor as described herein. The Contractor shall submit invoices to the County of Fluvanna for services on the Task Order when the Task Order is 20%, 40%, 60%, 80% and finally complete. The invoice shall describe the services rendered to date with specificity. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna." No invoice may be

provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$41,860.00.

The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, and the services on the Task Order shall continue for at the 2nd full year of construction of the water and sewer line defined as follows: beginning at the End of Year 1 as such is defined in Project Agreement 12 (the “End of Year 1”) and continuing for at least one (1) year from the End of Year 1 (the “End of Year 2”) or until all work on the Task Order is complete and accepted by the County. Notwithstanding the foregoing, the Contractor must complete all work on this Task Order to the sole satisfaction of the County within sixty (60) days of the End of Year 2.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

ATTN: Cyndi Toler, Purchasing Officer
 Fluvanna County
 P.O. Box 540
 Palmyra, VA 22963
 Telephone (434) 591-1930
 FAX (434) 591-1911

With a copy to
 Fluvanna County Attorney
 414 East Jefferson Street
 Charlottesville, VA 22902

Contractor:

Dewberry Engineers Inc.
ATTN: David S. Maxwell, Vice President
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
Telephone (804) 290-7957
FAX (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

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

ARCHITECT/ENGINEER		County:	
Dewberry Engineers Inc.		Fluvanna County	
By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

Approved as to form:

Fluvanna County Attorney



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water and Sewer System
 RFP # 2015-03
 Professional Engineering Services Scope of Work and Fee Proposal Summary**

Dear Mr. Dahl:

The following is a summary of the proposals that were submitted to you for approval that include Engineering, Design, Bidding, Construction Administration, and Construction Inspection Services for the following projects:

- Zion Crossroads Water and Sewer System
- Zion Crossroads Elevated Water Storage Tank
- Zion Crossroads Water Booster Pump Station & Waste Water Pump Station

Engineering, Design, Bidding

1. PER Validation.....	\$22,550
2. Geotechnical Engineering for Water and Sewer Lines	\$49,800
3. Environmental Investigation and Permitting Services – Entire Project.....	\$25,210
4. Utility Designation along Route 250 and at the Women’s Prison	\$57,530
5. Water and Sewer Lines – Preliminary Design (through 65%).....	\$64,380
6. Water and Sewer Lines – Final Design	\$47,870
7. Water and Sewer Lines – Bidding Services	\$6,640
8. Elevated Water Storage Tank - Design	\$86,865
9. Elevated Water Storage Tank – Bidding Services	\$6,640
10. Water Booster Station - Design	\$54,475
11. Water Booster Station – Bidding Services	\$3,020
12. Sewage Pump Station - Design	\$69,885
13. Sewage Pump Station – Bidding Services	\$3,020
SUBTOTAL – Engineering, Design, Bidding (Lump Sum).....	\$497,885

Construction Phase Year 1

14. Water and Sewer Lines – Construction Administration (Lump Sum) (PA 12).....	\$62,510
15. Water and Sewer Lines – Construction Inspection (Time and Materials) (PA 13).....	\$99,125
15a. Change Order #1 to PA 13.....	\$32,500
16. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (T&M) (PA 14).....	\$98,440
16a. Change Order #1 to PA 14.....	(\$13,000)
17. WBPS and WWPS – Construction Administration (Lump Sum) (PA 15)	\$99,630
17a. WBPS and WWPS – Construction Administration (Lump Sum) (Special PA16A).....	\$43,860
(moved Year 2 construction administration services to Year 1 because project ahead of sch.)	

Mr. Eric Dahl
 Zion Crossroads Water and Sewer System
 Construction Administration and Inspection Services Proposal Summary
 March 5, 2020
 Page 2 of 2

18. WBPS and WWPS – Construction Inspection (Time and Materials) (PA 16)	\$99,450
18a. Change Order #1 to PA 16.....	(\$19,500)
SUBTOTAL – Construction Phase Year 1 (Lump Sum and Time and Materials)	\$503,015

Construction Phase Year 2

19. Water and Sewer Lines – Construction Administration (Lump Sum)	\$41,860
*no change from December 13, 2018 quote	
20. Water and Sewer Lines – Construction Inspection (TM) Change Order #2.....	\$62,400
*decrease in cost of \$15,600 from December 13, 2018 quote of \$78,000	
21. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (TM) Change Order #2....	\$17,460
*additional cost not reflected in December 13, 2018 quote	
22. WBPS and WWPS – Construction Administration (Lump Sum) Change Order #2.....	\$11,950
*NOTE: In the December 13, 2018 quote the Cost of Year 2 PA16A WBPS and WWPS – Construction Administration was \$68,520.00. Per PA16A construction administration services for year 2 totaling \$43,860.00 were moved into year 1 as the project was ahead of schedule and no construction administration services were anticipated to be needed in year 2. Per PA16 if construction administration services were needed in Year 2 they could not exceed a total cost of \$24,660.00; this complies with that not-to-exceed amount. The total is still less than the original quote from December 13, 2018, but more than anticipated by PA16A.	
23. WBPS and WWPS – Construction Inspection (Time and Materials) Change Order #2.....	\$20,800
*additional cost not reflected in December 13, 2018 quote	
SUBTOTAL – Construction Phase Year 2 (Lump Sum and Time and Materials)	\$154,470***

***NOTE: Shows a savings from the December 13, 2018 quote of \$33,910 (total for Year 2 Construction Services was \$188,380 under the December 13, 2018 quote). However, \$43,860 in costs were moved to year 1 (see note under #22 above). **The new total cost if you add back in the services moved to Year 1 by PA16A is \$198,330.00; an increase of \$9,950.** This increase is due to delays in construction of the elevated water storage tank and water booster pump station beyond the anticipated construction timeframe.

GRAND TOTAL FOR ALL SERVICES (Lump Sum and Time and Materials)\$1,155,370

If you have any questions regarding this letter, or if you require any additional information, please feel free to contact us.

Sincerely,
 Dewberry Engineers Inc.

Danylo A. Villhauer, PE
 Associate

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Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water & Sewer System
RFP # 2015-03
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #17**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide professional engineering services for construction administration services required for the Zion Crossroads Water and Sewer System project for the second year (6 months) of construction. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with the County. The Work will be performed in accordance with RFP # 2015-03 for Zion Crossroads Water and Sewer System Design Services, including the General Terms, Conditions, and Instructions to Bidders and Contractors, and Dewberry's proposal response dated July 9, 2015.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County (OWNER) is seeking construction administration services for the Zion Crossroads Water and Sewer System Project. Construction began in March 2019 and construction duration is anticipated to be eighteen (18) months. Project Agreement #12 included work for the first twelve (12) months of construction. Project Agreement #17 proposal will cover services for the second year (6 months) of construction.

SCOPE OF SERVICES

1. Construction Administration

- 1.1 Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER.
- 1.2 Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents.
- 1.3 Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector.
- 1.4 Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work.

Mr. Eric Dahl
 Zion Crossroads Water & Sewer System
 Construction Administration Services Scope of Work and Fee Proposal – Year 2
 Project Agreement #17
 March 5, 2020
 Page 2 of 3

- 1.5 Transfer field notes from the inspector and CONTRACTOR to the original drawings and provide one (1) copy of digital record drawings and three (3) printed paper sets of Record Drawings.
- 1.6 Attend substantial completion inspection, prepare punchlist, and prepare substantial completion certificate for Phase 2 of the project.
- 1.7 Complete final inspection to verify punch list has been completed.
- 1.8 Provide statement of completion letter to the Virginia Department of Health.
- 1.9 Coordinate with contractor for closeout documents.

FEE (LUMP SUM)

Dewberry will provide the scope of services outlines in this proposal for a lump sum fee of **\$41,860**. A copy of our man-hour breakout estimate is included as Attachment A.

CLARIFICATIONS

This proposal covers services through the second year of construction (6 months). Should the duration of the construction contract change, Dewberry's fee for construction administration will be modified accordingly. Construction Inspection Services for this project are provided under a separate proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the OWNER.

1. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry's control.
2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

Mr. Eric Dahl
Zion Crossroads Water & Sewer System
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #17
March 5, 2020
Page 3 of 3

4. Additional or extended services during construction resulting from significant delays, changes or price increases occurring as a direct or indirect result of the CONTRACTOR's material, equipment, labor or energy shortages, work damaged by fire or other causes during construction, a significant amount of defective or neglected work of any CONTRACTOR, acceleration of the schedule involving services beyond normal working hours, and default by any CONTRACTOR.

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with the General Terms, Conditions, and Instructions to Bidders and Contractors, which was attached to Fluvanna County's RFP #2015-03 for Zion Crossroads Water & Sewer System Design Services, and is incorporated into this proposal by reference.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions regarding our proposal, or if you require any additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE
Associate

Attachment A: Manpower and Fee Estimate Breakout

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PROJECT TASKS	HOURS DEDICATED TO SUBTASK											TOTAL COST	
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	CADD TECHNICIAN	ADMIN PROF	SURVEYOR	SURVEY PARTY	CONST INSPECTOR	REIMBURSABLE		
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00			
1. Construction Administration													
Shop drawing review (1.1)		2	24										
Consulting during construction - 6 month duration (1.2)		12	48										
Monthly site visits (1 per month) - 6 month duration (1.3)		6	6										
Monthly progress meetings (1 per month) - 6 month duration (1.4)		24	36									\$1,000	
Record drawings (1.5)		2	16	40								\$200	
Substantial completion and punchlist (1.6)		8	12										
Final completion inspection (1.7)		4	8										
Statement of completion to VDH (1.8)		2	8										
Complete closeout documents (1.9)		8	16										
Subtotal (Item 1)	0	68	174	40	0	0	0	0	0	0	0	\$1,200	\$41,860
TOTAL FOR ALL SERVICES (LUMP SUM)	0	68	174	40	0	0	0	0	0	0	0	\$1,200	\$41,860

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

TAB I

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	Zion Crossroads Water & Sewer System Project Agreement #18				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #18 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with Zion Crossroads Water & Sewer lines– Construction Inspection Services year 2 totaling \$62,400.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C9	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Project Agreement #18 with Dewberry Engineers Inc. is required to complete Construction Inspection for the Zion Crossroads Water & Sewer Lines • Construction Inspection <ul style="list-style-type: none"> ○ Provide full-time construction inspection services, 40 hours per week for the last 6 months of construction to monitor the Contractor’s work and verify compliance with the contract documents. ○ Services specifically exclude geotechnical and special inspections, which will be provided by the CONTRACTOR per the terms of the Project Manual. ○ This portion of the provided services will be billed using a Time and Materials fee structure. ○ For the purposes of this proposal, Dewberry anticipates total construction duration of 18 months for this project. This proposal covers services through the second year (6 months) of construction. 				
FISCAL IMPACT:	Budgeted in the ZXR Project				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Project Agreement #18				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This Project Agreement #18 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 202__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Contractor”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12th day of November, 2015 (including all exhibits and prior addenda thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning as in this Project Agreement except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed which are all a material part of the Agreement;

Whereas, the Contractor submitted a detailed Summary of its proposals “RE: Zion Crossroads Water and Sewer System, RFP#2015-03, Professional Engineering Services Scope of Work and Fee Proposal Summary” for the Construction Phase Year 1 and Construction Phase Year 2 services based on revised designs and a revised Project schedule in a letter to the County dated December 13, 2018, which was revised by that letter dated March 5, 2020, attached hereto as **Exhibit 1 (the “Summary Letter”)** and made a material part hereof;

Whereas, the County desires that the Contractor complete the work set forth in the Summary Letter as “Construction Phase Year 2: Water and Sewer Lines and WWPS – Construction Inspection (Time and Materials)”, as more specifically detailed in a letter dated March 5, 2020 (which replaced a prior letter dated December 13, 2018) “RE: Zion Crossroads Water & Sewer System and Zion Crossroads Waste Water Pump Station, RFP#2015-03, Construction Inspection Services Scope of Work and Fee Proposal – Year 2” attached hereto as **Exhibit 2 (the “Services Letter”)** and made a material part hereof, and as described in the Agreement and, without limitation, as specifically described in Section 18 and 21 of the Fee Proposal, pages 19-20 (the services described in the Summary Letter, Services Letter, and Agreement described in this paragraph are collectively referred to as the “Task Order”); and

Whereas, the Contractor desires to accept the Task Order and complete all work and services necessary and related thereto.

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

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

The Agreement means the original Agreement as was modified by prior amendments including without limitation the amendments set forth in Project Agreement #12.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Contractor shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement as modified hereby.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Eric M. Dahl
 County Administrator
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1910
 E-mail: edahl@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Contractor applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) All Project Agreements under this Agreement, including exhibits thereto;
- (ii) The Agreement as amended,
- (iii) the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 10 to 22 of Exhibit 1 to the Agreement;
- (iv) the Fee Proposal, being Exhibit 3 to the Agreement;
- (v) the Proposal, being Exhibit 2 to the Agreement; and
- (vi) the RFP, being Exhibit 1 to the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vi) above, (ii) shall control over (iii) to (vi) above, etc. In resolving any conflicts between Project Agreements, the Project Agreements execute most recently shall control over older Project Agreements.

ARTICLE IV: FEES

The Contractor will receive up to a not-to-exceed fee of: SIXTY-TWO THOUSAND FOUR HUNDRED AND NO/100 (\$62,400.00); based on actual time worked and materials; which shall be payable by the County in five installments of up to a not to exceed amount of TWELVE THOUSAND FOUR HUNDRED EIGHTY and NO/100 (\$12,480.00) upon proper invoice by the Contractor as described herein. The Contractor shall submit invoices to the County of Fluvanna for services on the Task Order when the Task Order is approximately 20%, 40%, 60%, 80% and finally complete. The invoice shall describe the services rendered to date with specificity.

The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna.” No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$62,400.00 and the Contractor agrees to complete all work on the Task Order for such not to exceed total even if the time and materials totals exceeds such amount.

The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, and the services on the Task Order shall continue for at the 2nd full year of construction of the water and sewer lines and waste water pump station defined as follows: beginning at the later of the End of Year 1 as such is defined in Project Agreement 13 and the End of Year 1 as such is defined in Project Agreement 16 (the later date being the “End of Year 1” under this Project Agreement) and continuing for at least one (1) year from the End of Year 1 (the “End of Year 2”) or until all work on the Task Order is complete and accepted by the County. Notwithstanding the foregoing, the Contractor must complete all work on this Task Order to the sole satisfaction of the County within sixty (60) days of the End of Year 2.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

ATTN: Cyndi Toler, Purchasing Officer
 Fluvanna County
 P.O. Box 540
 Palmyra, VA 22963
 Telephone (434) 591-1930
 FAX (434) 591-1911

With a copy to:

Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

Contractor:

Dewberry Engineers Inc.
ATTN: David S. Maxwell, Vice President
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
Telephone (804) 290-7957
FAX (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

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

ARCHITECT/ENGINEER

County:

Dewberry Engineers Inc.

Fluvanna County

By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

Approved as to form:

Fluvanna County Attorney



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water and Sewer System
 RFP # 2015-03
 Professional Engineering Services Scope of Work and Fee Proposal Summary**

Dear Mr. Dahl:

The following is a summary of the proposals that were submitted to you for approval that include Engineering, Design, Bidding, Construction Administration, and Construction Inspection Services for the following projects:

- Zion Crossroads Water and Sewer System
- Zion Crossroads Elevated Water Storage Tank
- Zion Crossroads Water Booster Pump Station & Waste Water Pump Station

Engineering, Design, Bidding

1. PER Validation.....	\$22,550
2. Geotechnical Engineering for Water and Sewer Lines	\$49,800
3. Environmental Investigation and Permitting Services – Entire Project.....	\$25,210
4. Utility Designation along Route 250 and at the Women’s Prison	\$57,530
5. Water and Sewer Lines – Preliminary Design (through 65%).....	\$64,380
6. Water and Sewer Lines – Final Design	\$47,870
7. Water and Sewer Lines – Bidding Services	\$6,640
8. Elevated Water Storage Tank - Design	\$86,865
9. Elevated Water Storage Tank – Bidding Services	\$6,640
10. Water Booster Station - Design	\$54,475
11. Water Booster Station – Bidding Services	\$3,020
12. Sewage Pump Station - Design	\$69,885
13. Sewage Pump Station – Bidding Services	\$3,020
SUBTOTAL – Engineering, Design, Bidding (Lump Sum).....	\$497,885

Construction Phase Year 1

14. Water and Sewer Lines – Construction Administration (Lump Sum) (PA 12).....	\$62,510
15. Water and Sewer Lines – Construction Inspection (Time and Materials) (PA 13).....	\$99,125
15a. Change Order #1 to PA 13.....	\$32,500
16. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (T&M) (PA 14).....	\$98,440
16a. Change Order #1 to PA 14.....	(\$13,000)
17. WBPS and WWPS – Construction Administration (Lump Sum) (PA 15)	\$99,630
17a. WBPS and WWPS – Construction Administration (Lump Sum) (Special PA16A).....	\$43,860
(moved Year 2 construction administration services to Year 1 because project ahead of sch.)	

Mr. Eric Dahl
 Zion Crossroads Water and Sewer System
 Construction Administration and Inspection Services Proposal Summary
 March 5, 2020
 Page 2 of 2

18. WBPS and WWPS – Construction Inspection (Time and Materials) (PA 16)	\$99,450
18a. Change Order #1 to PA 16.....	(\$19,500)
SUBTOTAL – Construction Phase Year 1 (Lump Sum and Time and Materials)	\$503,015

Construction Phase Year 2

19. Water and Sewer Lines – Construction Administration (Lump Sum)	\$41,860
*no change from December 13, 2018 quote	
20. Water and Sewer Lines – Construction Inspection (TM) Change Order #2.....	\$62,400
*decrease in cost of \$15,600 from December 13, 2018 quote of \$78,000	
21. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (TM) Change Order #2....	\$17,460
*additional cost not reflected in December 13, 2018 quote	
22. WBPS and WWPS – Construction Administration (Lump Sum) Change Order #2.....	\$11,950
*NOTE: In the December 13, 2018 quote the Cost of Year 2 PA16A WBPS and WWPS – Construction Administration was \$68,520.00. Per PA16A construction administration services for year 2 totaling \$43,860.00 were moved into year 1 as the project was ahead of schedule and no construction administration services were anticipated to be needed in year 2. Per PA16 if construction administration services were needed in Year 2 they could not exceed a total cost of \$24,660.00; this complies with that not-to-exceed amount. The total is still less than the original quote from December 13, 2018, but more than anticipated by PA16A.	
23. WBPS and WWPS – Construction Inspection (Time and Materials) Change Order #2.....	\$20,800
*additional cost not reflected in December 13, 2018 quote	
SUBTOTAL – Construction Phase Year 2 (Lump Sum and Time and Materials)	\$154,470***

***NOTE: Shows a savings from the December 13, 2018 quote of \$33,910 (total for Year 2 Construction Services was \$188,380 under the December 13, 2018 quote). However, \$43,860 in costs were moved to year 1 (see note under #22 above). **The new total cost if you add back in the services moved to Year 1 by PA16A is \$198,330.00; an increase of \$9,950.** This increase is due to delays in construction of the elevated water storage tank and water booster pump station beyond the anticipated construction timeframe.

GRAND TOTAL FOR ALL SERVICES (Lump Sum and Time and Materials)\$1,155,370

If you have any questions regarding this letter, or if you require any additional information, please feel free to contact us.

Sincerely,
 Dewberry Engineers Inc.

Danylo A. Villhauer, PE
 Associate

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Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water & Sewer System
RFP # 2015-03
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #17**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide professional engineering services for construction administration services required for the Zion Crossroads Water and Sewer System project for the second year (6 months) of construction. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with the County. The Work will be performed in accordance with RFP # 2015-03 for Zion Crossroads Water and Sewer System Design Services, including the General Terms, Conditions, and Instructions to Bidders and Contractors, and Dewberry's proposal response dated July 9, 2015.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County (OWNER) is seeking construction administration services for the Zion Crossroads Water and Sewer System Project. Construction began in March 2019 and construction duration is anticipated to be eighteen (18) months. Project Agreement #12 included work for the first twelve (12) months of construction. Project Agreement #17 proposal will cover services for the second year (6 months) of construction.

SCOPE OF SERVICES

1. Construction Administration

- 1.1 Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER.
- 1.2 Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents.
- 1.3 Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector.
- 1.4 Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work.

Mr. Eric Dahl
Zion Crossroads Water & Sewer System
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #17
March 5, 2020
Page 2 of 3

- 1.5 Transfer field notes from the inspector and CONTRACTOR to the original drawings and provide one (1) copy of digital record drawings and three (3) printed paper sets of Record Drawings.
- 1.6 Attend substantial completion inspection, prepare punchlist, and prepare substantial completion certificate for Phase 2 of the project.
- 1.7 Complete final inspection to verify punch list has been completed.
- 1.8 Provide statement of completion letter to the Virginia Department of Health.
- 1.9 Coordinate with contractor for closeout documents.

FEE (LUMP SUM)

Dewberry will provide the scope of services outlines in this proposal for a lump sum fee of **\$41,860**. A copy of our man-hour breakout estimate is included as Attachment A.

CLARIFICATIONS

This proposal covers services through the second year of construction (6 months). Should the duration of the construction contract change, Dewberry's fee for construction administration will be modified accordingly. Construction Inspection Services for this project are provided under a separate proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the OWNER.

1. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry's control.
2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

Mr. Eric Dahl
Zion Crossroads Water & Sewer System
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #17
March 5, 2020
Page 3 of 3

4. Additional or extended services during construction resulting from significant delays, changes or price increases occurring as a direct or indirect result of the CONTRACTOR's material, equipment, labor or energy shortages, work damaged by fire or other causes during construction, a significant amount of defective or neglected work of any CONTRACTOR, acceleration of the schedule involving services beyond normal working hours, and default by any CONTRACTOR.

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with the General Terms, Conditions, and Instructions to Bidders and Contractors, which was attached to Fluvanna County's RFP #2015-03 for Zion Crossroads Water & Sewer System Design Services, and is incorporated into this proposal by reference.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions regarding our proposal, or if you require any additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE
Associate

Attachment A: Manpower and Fee Estimate Breakout

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PROJECT TASKS	HOURS DEDICATED TO SUBTASK											TOTAL COST	
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	CADD TECHNICIAN	ADMIN PROF	SURVEYOR	SURVEY PARTY	CONST INSPECTOR	REIMBURSABLE		
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00			
1. Construction Administration													
Shop drawing review (1.1)		2	24										
Consulting during construction - 6 month duration (1.2)		12	48										
Monthly site visits (1 per month) - 6 month duration (1.3)		6	6										
Monthly progress meetings (1 per month) - 6 month duration (1.4)		24	36									\$1,000	
Record drawings (1.5)		2	16	40								\$200	
Substantial completion and punchlist (1.6)		8	12										
Final completion inspection (1.7)		4	8										
Statement of completion to VDH (1.8)		2	8										
Complete closeout documents (1.9)		8	16										
Subtotal (Item 1)	0	68	174	40	0	0	0	0	0	0	0	\$1,200	\$41,860
TOTAL FOR ALL SERVICES (LUMP SUM)	0	68	174	40	0	0	0	0	0	0	0	\$1,200	\$41,860

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

TAB J

MEETING DATE:	January 23, 2019				
AGENDA TITLE:	Zion Crossroads Water & Sewer System Project Agreement #19				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #19 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with Zion Crossroads Water Booster Pump Station and Wastewater Pump Station – Construction Administration and Construction Inspection Services year 2 totaling \$32,750.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C9	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Project Agreement #19 with Dewberry Engineers Inc. is required to complete Construction Administration And Construction Inspection for the Zion Crossroads Water & Sewer System Waste Water Pump Station and Water Booster Station • Construction Administration <ul style="list-style-type: none"> ○ Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER. ○ Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents. ○ Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector. ○ Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work. It is assumed that the monthly progress meeting for the Water Booster Pump Station will occur on the same day as the Wastewater Pump Station and therefore, the travel time required for this meeting is split between the two projects. • Construction Inspection <ul style="list-style-type: none"> ○ For construction inspection services for the water booster station, provide construction inspection to monitor the Contractor's work and verify compliance with the contract documents. We have based our proposal on the understanding that one (1) inspector will be needed on a full-time basis to split inspection time between the Elevated Water Storage Tank (site work), Water Booster Station, and Wastewater Pump Station projects for the duration of the construction of the Elevated Water Storage Tank (2 months). Once the Elevated Water Storage Tank project is completed, it is anticipated that one (1) inspector will be needed on a part-time basis for the remainder of pump station construction for two (2) months. Should the 				

	<p>duration of the construction contract or inspection requirements change, Dewberry's fee for construction inspection will be modified accordingly.</p> <ul style="list-style-type: none"> ○ This portion of the provided services will be billed using a Time and Materials fee structure. 				
FISCAL IMPACT:	Budgeted in the ZXR Project				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Project Agreement #19				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This Project Agreement #19 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 2020, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Contractor”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12th day of November, 2015 (including all exhibits and prior addenda thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning as in this Project Agreement except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed which are all a material part of the Agreement;

Whereas, the Contractor submitted a detailed Summary of its proposals “RE: Zion Crossroads Water and Sewer System, RFP#2015-03, Professional Engineering Services Scope of Work and Fee Proposal Summary” for the Construction Phase Year 1 and Construction Phase Year 2 services based on revised designs and a revised Project schedule in a letter to the County dated December 13, 2018, , which was revised by that letter dated March ____, 2020, attached hereto as **Exhibit 1 (the “Summary Letter”)** and made a material part hereof;

Whereas, certain Year 2 Services for Construction Administration related to the WBPS and WWPS were contemplated and detailed in a letter dated December 13, 2018 “RE: Zion Crossroads Water Booster Pump Station and Wastewater Pump Station, RFP#2015-03, Construction Administration Services Scope of Work and Fee Proposal – Year 2” (the “WBPS WWPS Year 2 Original Letter”);

Whereas, under Project Agreement 16A dated the 2nd day of February, 2020 certain some of the originally contemplated services under the WBPS WWPS Year 2 Original Letter were moved to Year 1 as the project was ahead of schedule;

Whereas, under the Agreement Year 2 Construction Inspection services were not contemplated to be necessary for the Water Booster Pump Station and the Wastewater Pump Station, but owing to certain extensions in the dates for Substantial Completion and Final Completion now some Year 2 Services are required and some Year 2 Construction Administration Services will also be required;

Whereas, the County desires that the Contractor complete the work set forth in the Summary Letters described as follows: “Construction Phase Year 2: WBPS and WWPS – Construction Administration (Lump Sum)” and “Construction Phase Year 2: WBPS and WWPS – Construction Inspection (Time and Materials)”, as more specifically detailed in a letters dated March 5, 2020 entitled:

- “RE: Zion Crossroads Water Booster Pump Station and Wastewater Pump Station, RFP#2015-03, Construction Administration Services Scope of Work and Fee Proposal – Year 2” attached hereto as **Exhibit 2; and**
- “RE: Zion Crossroads Water Booster Pump Station and Wastewater Pump Station, RFP#2015-03, Construction Inspection Services Scope of Work and Fee Proposal – Year 2” attached hereto as **Exhibit 3.**

Collectively Exhibit 2 and Exhibit 3 are referred to herein as the “Services Letter” and are

made a material part hereof, and as described in the Agreement and, without limitation, as specifically described in Section 16 and 17 of the Fee Proposal, pages 18-19 (the services described in the Summary Letter, Services Letter, and Agreement described in this paragraph are collectively referred to as the “Task Order”); and

Whereas, the Contractor desires to accept the Task Order and complete all work and services necessary and related thereto.

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

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

The Agreement means the original Agreement as was modified by prior amendments including without limitation the amendments set forth in Project Agreement #12.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Contractor shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement as modified hereby.

The County’s project manager for technical inquiries relating to this Project Agreement shall be:

Eric M. Dahl
County Administrator
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1910
E-mail: edahl@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Contractor applicable to the County’s projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) All Project Agreements under this Agreement, including exhibits thereto;

- (ii) The Agreement as amended,
- (iii) the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 10 to 22 of Exhibit 1 to the Agreement;
- (iv) the Fee Proposal, being Exhibit 3 to the Agreement;
- (v) the Proposal, being Exhibit 2 to the Agreement; and
- (vi) the RFP, being Exhibit 1 to the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vi) above, (ii) shall control over (iii) to (vi) above, etc. In resolving any conflicts between Project Agreements, the Project Agreements execute most recently shall control over older Project Agreements.

ARTICLE IV: FEES

The Contractor shall receive up to a not to exceed total of ELEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 (\$11,950.00) for that portion of the Services described as the construction administration services and set forth in Exhibit 2 hereto (being a “subtask”); based on actual time worked; and which shall be payable by the County in five equal installments of TWO THOUSAND THREE HUNDRED NINETY and NO/100 (\$2,390.00) upon proper invoice by the Contractor as described herein.

The Contractor shall receive up to a not to exceed total of TWENTY THOUSAND EIGHT HUNDRED AND NO/100 (\$20,800.00); ”); based on actual time worked; for that portion of the Services described as the construction inspection services and set forth in Exhibit 3 hereto (being a 2nd “subtask”); which shall be payable by the County in five equal installments of FOUR THOUSAND ONE HUNDRED SIXTY and NO/100 (\$4,160.00) upon proper invoice by the Contractor as described herein.

The Contractor shall submit invoices to the County of Fluvanna for services on each subtask of the Task Order when the subtask is approximately 20%, 40%, 60%, 80% and finally complete. The invoice shall describe the services rendered to date with specificity. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna.” No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$32,750.00. In no event shall the final payments be made until the Project and Task Order are fully completed to the sole satisfaction of the County.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, and the services on the Task Order shall continue for at the 2nd full year of construction of the water booster pump station and waste water pump station defined as follows:

beginning at the End of Year 1 as such is defined in Project Agreement 15 (the “End of Year 1”) and continuing for at least one (1) year from the End of Year 1 (the “End of Year 2”) or until all work on the Task Order is complete and accepted by the County. Notwithstanding the foregoing, the Contractor must complete all work on this Task Order to the sole satisfaction of the County within sixty (60) days of the End of Year 2.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

ATTN: Cyndi Toler, Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1930
FAX (434) 591-1911

With a copy to:

Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

Contractor:

Dewberry Engineers Inc.
ATTN: David S. Maxwell, Vice President
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
Telephone (804) 290-7957
FAX (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when

delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

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

ARCHITECT/ENGINEER

Dewberry Engineers Inc.

By: _____ Date: _____

Name: _____

Title: _____

Approved as to form:

County:

Fluvanna County

By: _____ Date: _____

Name: _____

Title: _____

Fluvanna County Attorney



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water and Sewer System
 RFP # 2015-03
 Professional Engineering Services Scope of Work and Fee Proposal Summary**

Dear Mr. Dahl:

The following is a summary of the proposals that were submitted to you for approval that include Engineering, Design, Bidding, Construction Administration, and Construction Inspection Services for the following projects:

- Zion Crossroads Water and Sewer System
- Zion Crossroads Elevated Water Storage Tank
- Zion Crossroads Water Booster Pump Station & Waste Water Pump Station

Engineering, Design, Bidding

1. PER Validation.....	\$22,550
2. Geotechnical Engineering for Water and Sewer Lines	\$49,800
3. Environmental Investigation and Permitting Services – Entire Project.....	\$25,210
4. Utility Designation along Route 250 and at the Women’s Prison	\$57,530
5. Water and Sewer Lines – Preliminary Design (through 65%).....	\$64,380
6. Water and Sewer Lines – Final Design	\$47,870
7. Water and Sewer Lines – Bidding Services	\$6,640
8. Elevated Water Storage Tank - Design	\$86,865
9. Elevated Water Storage Tank – Bidding Services	\$6,640
10. Water Booster Station - Design	\$54,475
11. Water Booster Station – Bidding Services	\$3,020
12. Sewage Pump Station - Design	\$69,885
13. Sewage Pump Station – Bidding Services	\$3,020
SUBTOTAL – Engineering, Design, Bidding (Lump Sum).....	\$497,885

Construction Phase Year 1

14. Water and Sewer Lines – Construction Administration (Lump Sum) (PA 12).....	\$62,510
15. Water and Sewer Lines – Construction Inspection (Time and Materials) (PA 13).....	\$99,125
15a. Change Order #1 to PA 13.....	\$32,500
16. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (T&M) (PA 14).....	\$98,440
16a. Change Order #1 to PA 14.....	(\$13,000)
17. WBPS and WWPS – Construction Administration (Lump Sum) (PA 15)	\$99,630
17a. WBPS and WWPS – Construction Administration (Lump Sum) (Special PA16A).....	\$43,860
(moved Year 2 construction administration services to Year 1 because project ahead of sch.)	

Mr. Eric Dahl
 Zion Crossroads Water and Sewer System
 Construction Administration and Inspection Services Proposal Summary
 March 5, 2020
 Page 2 of 2

18. WBPS and WWPS – Construction Inspection (Time and Materials) (PA 16)	\$99,450
18a. Change Order #1 to PA 16.....	(\$19,500)
SUBTOTAL – Construction Phase Year 1 (Lump Sum and Time and Materials)	\$503,015

Construction Phase Year 2

19. Water and Sewer Lines – Construction Administration (Lump Sum)	\$41,860
*no change from December 13, 2018 quote	
20. Water and Sewer Lines – Construction Inspection (TM) Change Order #2.....	\$62,400
*decrease in cost of \$15,600 from December 13, 2018 quote of \$78,000	
21. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (TM) Change Order #2....	\$17,460
*additional cost not reflected in December 13, 2018 quote	
22. WBPS and WWPS – Construction Administration (Lump Sum) Change Order #2.....	\$11,950
*NOTE: In the December 13, 2018 quote the Cost of Year 2 PA16A WBPS and WWPS – Construction Administration was \$68,520.00. Per PA16A construction administration services for year 2 totaling \$43,860.00 were moved into year 1 as the project was ahead of schedule and no construction administration services were anticipated to be needed in year 2. Per PA16 if construction administration services were needed in Year 2 they could not exceed a total cost of \$24,660.00; this complies with that not-to-exceed amount. The total is still less than the original quote from December 13, 2018, but more than anticipated by PA16A.	
23. WBPS and WWPS – Construction Inspection (Time and Materials) Change Order #2.....	\$20,800
*additional cost not reflected in December 13, 2018 quote	
SUBTOTAL – Construction Phase Year 2 (Lump Sum and Time and Materials)	\$154,470***

***NOTE: Shows a savings from the December 13, 2018 quote of \$33,910 (total for Year 2 Construction Services was \$188,380 under the December 13, 2018 quote). However, \$43,860 in costs were moved to year 1 (see note under #22 above). **The new total cost if you add back in the services moved to Year 1 by PA16A is \$198,330.00; an increase of \$9,950.** This increase is due to delays in construction of the elevated water storage tank and water booster pump station beyond the anticipated construction timeframe.

GRAND TOTAL FOR ALL SERVICES (Lump Sum and Time and Materials)\$1,155,370

If you have any questions regarding this letter, or if you require any additional information, please feel free to contact us.

Sincerely,
 Dewberry Engineers Inc.

Danylo A. Villhauer, PE
 Associate



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water Booster Pump Station and Wastewater Pump Station
 RFP # 2015-03
 Construction Administration Services Scope of Work and Fee Proposal – Year 2
 Project Agreement #19**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide construction administration services required for the Zion Crossroads Water Booster Pump Station and Wastewater Pump Station project for the second year of construction (4 months). Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with the County. The Work will be performed in accordance with RFP # 2015-03 for Zion Crossroads Water and Sewer System Design Services, including the General Terms, Conditions, and Instructions to Bidders and Contractors, and Dewberry's proposal response dated July 9, 2015.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County (OWNER) is seeking construction administration services for the Zion Crossroads Water Booster Pump Station and Wastewater Pump Station Project. Construction began in March 2019 and construction duration was anticipated to be twelve (12) months for the Water Booster Pump Station and eighteen (18) months for the Wastewater Pump Station. Due to delays in construction, an additional two (2) months of construction are anticipated for the Water Booster Pump Station for a total of fourteen (14) months of construction. It is also anticipated that the Wastewater Pump Station will be completed within sixteen (16) months of construction. The original Project Agreement #15 included work for the first twelve (12) months of construction. Project Agreement #19 proposal will cover services for the second year (4 months) of construction.

SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION SERVICES

1. Construction Administration

- 1.1 Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER.
- 1.2 Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents.

Mr. Eric Dahl
Zion Crossroads WBPS & WWPS
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #19
March 5, 2020
Page 2 of 3

- 1.3 Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector.
- 1.4 Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work. It is assumed that the monthly progress meeting for the Water Booster Pump Station will occur on the same day as the Wastewater Pump Station and therefore, the travel time required for this meeting is split between the two projects.

FEE (LUMP SUM)

Dewberry will provide the scope of services outlined in this proposal for a lump sum fee of **\$11,950**. A copy of our man-hour breakout estimate is included as Attachment A.

CLARIFICATIONS

This proposal covers services through the second year of construction (4 months). Should the duration of the construction contract change, Dewberry's fee for construction administration will be modified accordingly. Construction Inspection Services for this project are provided under a separate proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the OWNER.

1. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry's control.
2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
4. Additional or extended services during construction resulting from significant delays, changes or price increases occurring as a direct or indirect result of the CONTRACTOR's material, equipment, labor or energy shortages, work damaged by fire or other causes during construction, a significant amount of defective or neglected work of any CONTRACTOR, acceleration of the schedule involving services beyond normal working hours, and default by any CONTRACTOR.

Mr. Eric Dahl
Zion Crossroads WBPS & WWPS
Construction Administration Services Scope of Work and Fee Proposal – Year 2
Project Agreement #19
March 5, 2020
Page 3 of 3

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with the General Terms, Conditions, and Instructions to Bidders and Contractors, which was attached to Fluvanna County's RFP #2015-03 for Zion Crossroads Water & Sewer System Design Services, and is incorporated into this proposal by reference.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions regarding our proposal, or if you require any additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE
Associate

Attachment A: Manpower and Fee Estimate Breakout

Q:\PROPOSAL\2020\Fluvanna County\Zion Crossroads Second Year\2020.03.05 Zion xroads WBPS WWPS ConA scope and fee proposal.docx

FLUVANNA COUNTY

ZION CROSSROADS WATER BOOSTER PUMP STATION AND WASTE WATER PUMP STATION

BOS2020-04-15 p.243/286

FEE ESTIMATE FOR CONSTRUCTION ADMINISTRATION SERVICES - YEAR 2

PROJECT AGREEMENT #19

MARCH 5, 2020

PROJECT TASKS	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	HOURS DEDICATED TO SUBTASK							CONST INSPECTOR	REIMBURSABLE	TOTAL COST
				STAFF ENGINEER	DESIGNER	CADD TECHNICIAN	ADMIN PROF	SURVEYOR	SURVEY PARTY				
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00			
1. Construction Administration													
Shop drawing review (1.1)			2	8									
Consulting during construction - 4 month duration (1.2)			8	24									
Monthly site visits (1 per month) - 4 month duration (1.3)			4	4									
Monthly progress meetings (1 per month) - 4 month duration (1.4)			4	24								\$400	
GRAND TOTAL FOR ALL SERVICES (LUMP SUM)	0	18	60	0	0	0	0	0	0	0	0	\$400	\$11,950



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water Booster Pump Station and Wastewater Pump Station
 RFP # 2015-03
 Construction Inspection Services Scope of Work and Fee Proposal – Year 2
 Project Agreement #19**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide construction inspection services required for the Zion Crossroads Water Booster Pump Station and Wastewater Pump Station project for the second year of construction (4 months). Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with the County. The Work will be performed in accordance with RFP # 2015-03 for Zion Crossroads Water and Sewer System Design Services, including the General Terms, Conditions, and Instructions to Bidders and Contractors, and Dewberry's proposal response dated July 9, 2015.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County (OWNER) is seeking construction inspection services for the Zion Crossroads Water Booster Pump Station and Wastewater Pump Station Project. Construction began in March 2019 and construction duration was anticipated to be twelve (12) months for the Water Booster Pump Station and eighteen (18) months for the Wastewater Pump Station. Due to delays in construction, an additional two (2) months of construction are anticipated for the Water Booster Pump Station for a total of fourteen (14) months of construction. It is also anticipated that the Wastewater Pump Station will be completed within sixteen (16) months of construction. The original Project Agreement #15 included work for the first twelve (12) months of construction. Project Agreement #19 proposal will cover services for the second year (4 months) of construction.

SCOPE OF SERVICES

1. Construction Inspection

- 1.1 For construction inspection services for the water booster station, provide construction inspection to monitor the Contractor's work and verify compliance with the contract documents. We have based our proposal on the understanding that one (1) inspector will be needed on a full-time basis to split inspection time between the Elevated Water Storage Tank (site work), Water Booster Station, and Wastewater Pump Station projects for the duration of the construction of the Elevated Water Storage Tank (2 months). Once the Elevated Water Storage Tank project is completed, it is anticipated that one (1) inspector will be needed on a

Mr. Eric Dahl
Zion Crossroads WBPS & WWPS
Construction Inspection Services Scope of Work and Fee Proposal – Year 2
Project Agreement #19
March 5, 2020
Page 2 of 3

part-time basis for the remainder of pump station construction for two (2) months. Should the duration of the construction contract or inspection requirements change, Dewberry's fee for construction inspection will be modified accordingly.

1.2 This portion of the provided services will be billed using a Time and Materials fee structure.

FEE (TIME AND MATERIALS BUDGET)

Dewberry will provide the scope of services outline in this proposal on a time and materials basis with a budget of **\$20,800**. A copy of our man-hour breakout estimate is included as Attachment A.

CLARIFICATIONS

This proposal covers services through the second year of construction (4 months). Should the duration of the construction contract change, Dewberry's fee for construction inspection will be modified accordingly. Construction Administration Services for this project are provided under a separate proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the OWNER.

1. Geotechnical and special inspections are not included in this proposal.
2. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry's control.
3. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
4. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
5. Additional or extended services during construction resulting from significant delays, changes or price increases occurring as a direct or indirect result of the CONTRACTOR's material, equipment, labor or energy shortages, work damaged by fire or other causes during construction, a significant amount of defective or neglected work of any CONTRACTOR, acceleration of the schedule involving services beyond normal working hours, and default by any CONTRACTOR.

Mr. Eric Dahl
Zion Crossroads WBPS & WWPS
Construction Inspection Services Scope of Work and Fee Proposal – Year 2
Project Agreement #19
March 5, 2020
Page 3 of 3

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with the General Terms, Conditions, and Instructions to Bidders and Contractors, which was attached to Fluvanna County's RFP #2015-03 for Zion Crossroads Water & Sewer System Design Services, and is incorporated into this proposal by reference.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions regarding our proposal, or if you require any additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE
Associate

Attachment A: Manpower and Fee Estimate Breakout

Q:\PROPOSAL\2020\Fluvanna County\Zion Crossroads Second Year\2020.03.05 Zion xroads WBPS WWPS Inspection scope and fee proposal.docx

FLUVANNA COUNTY

ZION CROSSROADS WATER BOOSTER PUMP STATION AND WASTE WATER PUMP STATION

BOS2020-04-15 p.249/286

FEE ESTIMATE FOR CONSTRUCTION INSPECTION SERVICES - YEAR 2

PROJECT AGREEMENT #19

MARCH 5, 2020

PROJECT TASKS	HOURS DEDICATED TO SUBTASK										REIMBURSABLE	TOTAL COST
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	CADD TECHNICIAN	ADMIN PROF	SURVEYOR	SURVEY PARTY	CONST INSPECTOR		
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00		
1. Construction Inspection												
Full-time construction inspection (up to 320 hours)										320		
GRAND TOTAL FOR ALL SERVICES (TIME AND MATERIALS BUDGET)	0	0	0	0	0	0	0	0	0	320	\$0	\$20,800

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB K

MEETING DATE:	April 15, 2020				
AGENDA TITLE:	Zion Crossroads Water & Sewer System Project Agreement #20				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #20 between Fluvanna County and Dewberry Engineers Inc. for additional services associated with Zion Crossroads Elevated Storage Tank– Construction Inspection and Construction Administration Services year 2 totaling \$17,460.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C9	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Project Agreement #20 with Dewberry Engineers Inc. is required to complete Construction Inspection and Construction Administration for the Zion Crossroads Elevated Storage Tank • Construction Administration <ul style="list-style-type: none"> ○ Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER. ○ Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents. ○ Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector. ○ Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work. • Construction Inspection <ul style="list-style-type: none"> ○ For construction inspection services for the elevated water storage tank, provide construction inspection to monitor the Contractor's work and verify compliance with the contract documents. We have based our proposal on the understanding that one (1) inspector will be needed on a full-time basis to split inspection time between the Elevated Water Storage Tank, Water Booster Station, and Wastewater Pump Station projects. Should the duration of the construction contract or inspection requirements change, Dewberry's fee for construction inspection will be modified accordingly. ○ This portion of the provided services will be billed using a Time and Materials fee structure. 				
FISCAL IMPACT:	Budgeted in the ZXR Project				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Project Agreement #20				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This Project Agreement #20 and Agreement Amendment (the Project Agreement”) made this ____ day of _____, 2020, between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Contractor”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12th day of November, 2015 (including all exhibits and prior addenda thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning as in this Project Agreement except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed which are all a material part of the Agreement;

Whereas, the Contractor submitted a detailed Summary of its proposals “RE: Zion Crossroads Water and Sewer System, RFP#2015-03, Professional Engineering Services Scope of Work and Fee Proposal Summary” for the Construction Phase Year 1 and Construction Phase Year 2 services based on revised designs and a revised Project schedule in a letter to the County dated December 13, 2018, which was revised by that letter dated March ____, 2020, attached hereto as **Exhibit 1 (the “Summary Letter”)** and made a material part hereof;

Whereas, under the Agreement Year 2 Construction Administration and Inspection services were not contemplated to be necessary for the Elevated Water Storage Tank, but owing to certain extensions in the dates for Substantial Completion and Final Completion now some Year 2 Services are required;

Whereas, the County desires that the Contractor complete the work set forth in the Summary Letter as “Construction Phase Year 2: Elevated Water Storage Tank – Construction Administration (LS) & Inspection (TM)”, as more specifically detailed in a letter dated March 5, 2020 “RE: Zion Crossroads Elevated Storage Tank, RFP#2015-03, Construction Services Scope of Work and Fee Proposal – Year 2” attached hereto as **Exhibit 2 (the “Services Letter”)** and made a material part hereof, and as described in the Agreement (the services described in the Summary Letter, Services Letter, and Agreement described in this paragraph are collectively referred to as the “Task Order”); and

Whereas, the Contractor desires to accept the Task Order and complete all work and services necessary and related thereto.

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

ARTICLE I: THE AGREEMENT

The foregoing recitations are incorporated by reference into this Project Agreement.

The Agreement means the original Agreement as was modified by prior amendments including without limitation the amendments set forth in Project Agreement #12.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement

remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

ARTICLE II: TASK ORDER

Contractor shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement as modified hereby.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Eric M. Dahl
 County Administrator
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1910
 E-mail: edahl@fluvannacounty.org

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

The rights and duties of the County and Contractor applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) All Project Agreements under this Agreement, including exhibits thereto;
- (ii) The Agreement as amended,
- (iii) the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 10 to 22 of Exhibit 1 to the Agreement;
- (iv) the Fee Proposal, being Exhibit 3 to the Agreement;
- (v) the Proposal, being Exhibit 2 to the Agreement; and
- (vi) the RFP, being Exhibit 1 to the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vi) above, (ii) shall control over (iii) to (vi) above, etc. In resolving any conflicts between Project Agreements, the Project Agreements execute most recently shall control over older Project Agreements.

ARTICLE IV: FEES

The Contractor shall receive a not to exceed fee of SEVENTEEN THOUSAND FOUR HUNDRED SIXTY AND NO/100 (\$17,460.00); based on actual time worked and materials; and which shall be payable by the County in five equal installments of THREE THOUSAND FOUR HUNDRED NINETY-TWO and NO/100 (\$3,492.00) upon proper invoice by the Contractor as described herein. The Contractor shall submit invoices to the County of Fluvanna for services on

the Task Order when the Task Order is 20%, 40%, 60%, 80% and finally complete. The invoice shall describe the services rendered to date with specificity. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna.” No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$17,460.00.

The fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

ARTICLE V: TERM

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, and the services on the Task Order shall continue for at the 2nd full year of construction of the water booster pump station and waste water pump station defined as follows: beginning at the End of Year 1 as such is defined in Project Agreement 15 (the “End of Year 1”) and continuing for at least one (1) year from the End of Year 1 (the “End of Year 2”) or until all work on the Task Order is complete and accepted by the County. Notwithstanding the foregoing, the Contractor must complete all work on this Task Order to the sole satisfaction of the County within sixty (60) days of the End of Year 2.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County:

ATTN: Cyndi Toler, Purchasing Officer
 Fluvanna County
 P.O. Box 540
 Palmyra, VA 22963
 Telephone (434) 591-2030
 FAX (434) 591-2011

With a copy to :
 Fluvanna County Attorney

414 East Jefferson Street
Charlottesville, VA 22902

Contractor:

Dewberry Engineers Inc.
ATTN: David S. Maxwell, Vice President
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
Telephone (804) 290-7957
FAX (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

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

ARCHITECT/ENGINEER
Dewberry Engineers Inc.

County:
Fluvanna County

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to form:

Fluvanna County Attorney



Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
 County Administrator
 County of Fluvanna
 132 Main Street
 Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Water and Sewer System
 RFP # 2015-03
 Professional Engineering Services Scope of Work and Fee Proposal Summary**

Dear Mr. Dahl:

The following is a summary of the proposals that were submitted to you for approval that include Engineering, Design, Bidding, Construction Administration, and Construction Inspection Services for the following projects:

- Zion Crossroads Water and Sewer System
- Zion Crossroads Elevated Water Storage Tank
- Zion Crossroads Water Booster Pump Station & Waste Water Pump Station

Engineering, Design, Bidding

1. PER Validation.....	\$22,550
2. Geotechnical Engineering for Water and Sewer Lines	\$49,800
3. Environmental Investigation and Permitting Services – Entire Project.....	\$25,210
4. Utility Designation along Route 250 and at the Women’s Prison	\$57,530
5. Water and Sewer Lines – Preliminary Design (through 65%).....	\$64,380
6. Water and Sewer Lines – Final Design	\$47,870
7. Water and Sewer Lines – Bidding Services	\$6,640
8. Elevated Water Storage Tank - Design	\$86,865
9. Elevated Water Storage Tank – Bidding Services	\$6,640
10. Water Booster Station - Design	\$54,475
11. Water Booster Station – Bidding Services	\$3,020
12. Sewage Pump Station - Design	\$69,885
13. Sewage Pump Station – Bidding Services	\$3,020
SUBTOTAL – Engineering, Design, Bidding (Lump Sum).....	\$497,885

Construction Phase Year 1

14. Water and Sewer Lines – Construction Administration (Lump Sum) (PA 12).....	\$62,510
15. Water and Sewer Lines – Construction Inspection (Time and Materials) (PA 13).....	\$99,125
15a. Change Order #1 to PA 13.....	\$32,500
16. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (T&M) (PA 14).....	\$98,440
16a. Change Order #1 to PA 14.....	(\$13,000)
17. WBPS and WWPS – Construction Administration (Lump Sum) (PA 15)	\$99,630
17a. WBPS and WWPS – Construction Administration (Lump Sum) (Special PA16A).....	\$43,860
(moved Year 2 construction administration services to Year 1 because project ahead of sch.)	

Mr. Eric Dahl
 Zion Crossroads Water and Sewer System
 Construction Administration and Inspection Services Proposal Summary
 March 5, 2020
 Page 2 of 2

18. WBPS and WWPS – Construction Inspection (Time and Materials) (PA 16)	\$99,450
18a. Change Order #1 to PA 16.....	(\$19,500)
SUBTOTAL – Construction Phase Year 1 (Lump Sum and Time and Materials)	\$503,015

Construction Phase Year 2

19. Water and Sewer Lines – Construction Administration (Lump Sum)	\$41,860
*no change from December 13, 2018 quote	
20. Water and Sewer Lines – Construction Inspection (TM) Change Order #2.....	\$62,400
*decrease in cost of \$15,600 from December 13, 2018 quote of \$78,000	
21. Elevated Water Storage Tank – Const. Admin. (LS) & Inspection (TM) Change Order #2....	\$17,460
*additional cost not reflected in December 13, 2018 quote	
22. WBPS and WWPS – Construction Administration (Lump Sum) Change Order #2.....	\$11,950
*NOTE: In the December 13, 2018 quote the Cost of Year 2 PA16A WBPS and WWPS – Construction Administration was \$68,520.00. Per PA16A construction administration services for year 2 totaling \$43,860.00 were moved into year 1 as the project was ahead of schedule and no construction administration services were anticipated to be needed in year 2. Per PA16 if construction administration services were needed in Year 2 they could not exceed a total cost of \$24,660.00; this complies with that not-to-exceed amount. The total is still less than the original quote from December 13, 2018, but more than anticipated by PA16A.	
23. WBPS and WWPS – Construction Inspection (Time and Materials) Change Order #2.....	\$20,800
*additional cost not reflected in December 13, 2018 quote	
SUBTOTAL – Construction Phase Year 2 (Lump Sum and Time and Materials)	\$154,470***

***NOTE: Shows a savings from the December 13, 2018 quote of \$33,910 (total for Year 2 Construction Services was \$188,380 under the December 13, 2018 quote). However, \$43,860 in costs were moved to year 1 (see note under #22 above). **The new total cost if you add back in the services moved to Year 1 by PA16A is \$198,330.00; an increase of \$9,950.** This increase is due to delays in construction of the elevated water storage tank and water booster pump station beyond the anticipated construction timeframe.

GRAND TOTAL FOR ALL SERVICES (Lump Sum and Time and Materials)\$1,155,370

If you have any questions regarding this letter, or if you require any additional information, please feel free to contact us.

Sincerely,
 Dewberry Engineers Inc.

Danylo A. Villhauer, PE
 Associate



Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060 | www.dewberry.com

March 5, 2020

Mr. Eric Dahl
County Administrator
County of Fluvanna
132 Main Street
Palmyra, Virginia 22963

VIA E-MAIL

**RE: Zion Crossroads Elevated Water Storage Tank
RFP # 2015-03
Construction Services Scope of Work and Fee Proposal – Year 2
Project Agreement #20**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide professional engineering services for construction administration and construction inspection services required for the Zion Crossroads Elevated Water Storage Tank project for the second year (2 months) of construction. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on our discussions with the County. The Work will be performed in accordance with RFP # 2015-03 for Zion Crossroads Water and Sewer System Design Services, including the General Terms, Conditions, and Instructions to Bidders and Contractors, and Dewberry's proposal response dated July 9, 2015.

PROJECT UNDERSTANDING

Dewberry understands that Fluvanna County (OWNER) is seeking construction administration services and construction inspection services for the Zion Crossroads Elevated Water Storage Tank Design Project. Construction began in March 2019 and the original construction duration was anticipated to be twelve (12) months. Due to delays in construction, an additional two (2) months of construction are anticipated for this project for a total of fourteen (14) months of construction. The original Project Agreement #14 included work for the first twelve (12) months of construction. Project Agreement #20 proposal will cover services for the second year (2 months) of construction.

SCOPE OF SERVICES

1. Construction Administration

- 1.1 Review and approve all shop drawings, equipment drawings, and material standards submitted by the CONTRACTOR and provide copies of each to the OWNER.
- 1.2 Furnish consulting services during construction to answer any construction or contractual problems and determine that the work is proceeding in accordance with contract documents.
- 1.3 Visit the site during construction, once per month after the monthly progress meeting, reviewing the work in detail with the CONTRACTOR and inspector.

Mr. Eric Dahl
Zion Crossroads Elevated Water Storage Tank
Construction Inspection Services Scope of Work and Fee Proposal – Year 2
Project Agreement #20
March 5, 2020
Page 2 of 3

- 1.4 Review and approve monthly and final payments to the CONTRACTOR. Attend monthly progress/pay request meetings to discuss the status of the work.

2. Construction Inspection

2.1 For construction inspection services for the elevated water storage tank, provide construction inspection to monitor the Contractor’s work and verify compliance with the contract documents. We have based our proposal on the understanding that one (1) inspector will be needed on a full-time basis to split inspection time between the Elevated Water Storage Tank, Water Booster Station, and Wastewater Pump Station projects. Should the duration of the construction contract or inspection requirements change, Dewberry’s fee for construction inspection will be modified accordingly.

2.2 This portion of the provided services will be billed using a Time and Materials fee structure.

FEE

Dewberry’s fee for these services is broken out by task as follows. A copy of our man-hour breakout estimate is included as Attachment A.

Construction Phase Services:

1. Construction Administration (Lump Sum)	\$7,060
2. Construction Inspection (Time and Materials Budget).....	\$10,400
TOTAL FOR ALL SERVICES – Year 2	\$17,460

CLARIFICATIONS

This proposal covers services through the second year of construction (2 months). Should the duration of the construction contract change, Dewberry’s fee for construction administration will be modified accordingly. Construction Inspection Services for this project are provided under a separate proposal.

EXCLUSIONS

The following services are specifically excluded from the scope of services, but could be provided by Dewberry as additional services if authorized in writing by the OWNER.

- 1. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry’s control.
- 2. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.



Mr. Eric Dahl
Zion Crossroads Elevated Water Storage Tank
Construction Inspection Services Scope of Work and Fee Proposal – Year 2
Project Agreement #20
March 5, 2020
Page 3 of 3

3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
4. Additional or extended services during construction resulting from significant delays, changes or price increases occurring as a direct or indirect result of the CONTRACTOR's material, equipment, labor or energy shortages, work damaged by fire or other causes during construction, a significant amount of defective or neglected work of any CONTRACTOR, acceleration of the schedule involving services beyond normal working hours, and default by any CONTRACTOR.

TERMS AND CONDITIONS

Services under this agreement will be provided in accordance with the General Terms, Conditions, and Instructions to Bidders and Contractors, which was attached to Fluvanna County's RFP #2015-04 for Zion Crossroads Elevated Water Storage Tank Design Services, and is incorporated into this proposal by reference.

We look forward to the opportunity to serve Fluvanna County on this project. If you have any questions regarding our proposal, or if you require any additional information, please feel free to contact us.

Sincerely,

Dewberry Engineers Inc.



Danylo A. Villhauer, PE
Associate

Attachment A: Manpower and Fee Estimate Breakout

Q:\PROPOSAL\2020\Fluvanna County\Zion Crossroads Second Year\2020.03.05 Zion xroads EST ConA scope and fee proposal.docx

PROJECT TASKS	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	HOURS DEDICATED TO SUBTASK							CONST INSPECTOR	REIMBURSABLE	TOTAL COST
				STAFF ENGINEER	DESIGNER	CADD TECHNICIAN	ADMIN PROF	SURVEYOR	SURVEY PARTY				
	205.00	175.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00			
1. Construction Administration (Lump Sum)													
Shop drawing review (1.1)			2	8									
Consulting during construction - 2 month duration (1.2)			4	12									
Monthly site visits (1 per month) - 2 month duration (1.3)			2	2									
Monthly progress meetings (1 per month) - 2 month duration (1.4)			4	12								\$200	
Subtotal (Item 1)	0	12	34	0	0	0	0	0	0	0	0	\$200	\$7,060
2. Construction Inspection (Time and Materials)													
Full-time construction inspection (up to 160 hours)											160		
Subtotal (Item 2)	0	0	0	0	0	0	0	0	0	0	160	\$0	\$10,400
GRAND TOTAL FOR ALL SERVICES	0	12	34	0	0	0	0	0	0	0	160	\$200	\$17,460



Capital Reserve Maintenance Fund Request Form 3.10

TAB L

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$27,400.00** for the purpose(s) of:
Repairs to leaking roof of Treasurers Office

Section 1 - REQUEST

Requesting Department/Agency Public Works PW20-011	Dept/Agency Contact Dale Critzer	Date of Request 04/07/2020
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY20

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Replacement of EPDM roof , missing copper flashing and slate	1	\$9,900.00	\$9,900.00
Replace rotting wood and prep and paint roof cupola	1	\$13,500.00	\$13,500.00
Contingency for unforeseen damage	1	\$4,000.00	\$4,000.00
			\$0.00

Total Request: **\$27,400.00**

Description and justification for proposed use.

Public Works was called to the Court Services area of the Treasurers Office after a rain storm to find water had infiltrated from the roof system and subsequently damaged the inside wall of the Court Services Office . Upon further investigation issues were found with the slate roof system along with EPDM rubber roof section of the building and the the rotting cupola at the center of the building that needs to be addressed immediately .

Department/Agency Head Name Dale Critzer / Assistant Director of Public Works	Signature <i>Dale Critzer</i>	Date 04/07/2020
---	----------------------------------	---------------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Mary Anna Twisdale</i> Mary Anna Twisdale 2020.04.07 10:04:01 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2020.04.07 10:00:49 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

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

TAB M

MEETING DATE:	April 15, 2020																
AGENDA TITLE:	Ratification of Hiring Salary – Building Official																
MOTION(s):	I move to approve a hiring salary of \$66,939 for the new Building Official, Mr. Andrew Wills, effective May 4, 2020.																
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):														
		x															
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other												
				XX													
STAFF CONTACT(S):	Jessica Rice, HR Manager; Eric Dahl, County Administrator																
PRESENTER(S):	Jessica Rice, HR Manager																
RECOMMENDATION:	Approval																
TIMING:	Current																
DISCUSSION:	<p>Mr. Andrew Wills is returning to employment with Fluvanna County as our new Building Official. He has been employed with Fluvanna County Schools for the past 4 years as the Maintenance Supervisor, and previous served as the Fluvanna County Building Inspector for over 18 years. He has accepted our offer of employment and brings significant skills and experience to role, including professional credentialing, certifications and structural fire suppression.</p> <p>Recommend salary of \$66,939, which is above the County Administrator’s salary range hiring authority. Details shown in the chart below.</p>																
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Position</th> <th style="width: 40%;">Building Official</th> </tr> </thead> <tbody> <tr> <td>Previous Annual Salary</td> <td style="text-align: right;">\$69,119</td> </tr> <tr> <td>Pay Band</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Minimum</td> <td style="text-align: right;">\$53,551</td> </tr> <tr> <td style="text-align: center;">Mid-range</td> <td style="text-align: right;">\$66,939</td> </tr> <tr> <td style="text-align: center;">Maximum</td> <td style="text-align: right;">\$80,326</td> </tr> </tbody> </table>					Position	Building Official	Previous Annual Salary	\$69,119	Pay Band	20	Minimum	\$53,551	Mid-range	\$66,939	Maximum	\$80,326
	Position	Building Official															
	Previous Annual Salary	\$69,119															
	Pay Band	20															
	Minimum	\$53,551															
	Mid-range	\$66,939															
	Maximum	\$80,326															
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="width: 60%;">COAD Authority - 15% above Base</td> <td style="width: 40%; text-align: right;">\$61,584</td> </tr> </table>					COAD Authority - 15% above Base	\$61,584										
	COAD Authority - 15% above Base	\$61,584															
<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="width: 60%;">Requested - ~25% above Base</td> <td style="width: 40%; text-align: right;">\$66,939</td> </tr> <tr> <td style="background-color: #e0ffe0;"> </td> <td style="background-color: #e0ffe0;"> </td> </tr> </table>					Requested - ~25% above Base	\$66,939											
Requested - ~25% above Base	\$66,939																

FISCAL IMPACT:	Results in an annual salary savings of \$2,180				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	COAD

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

Incl?	Item
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input checked="" type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	

MEMORANDUM

Date: April 15, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY19 Year End Audited Total Unassigned Fund Balance:	\$16,632,750
Unassigned Fund Balance – 12% Target Per Policy:	\$9,125,690
Unassigned Fund Balance – Excess Above Policy Target:	\$7,507,060
Less: FY19/FY20 Automatic Carryover – PARC – 07.01.19	-\$5,000
Less: FY20 ZXR Waterworks Operations Plan Development – 07.02.19	-\$53,250
Less: FY20 Water and Sewer Master Plan – 07.02.19	-\$235,570
Less: FY20 Fluvanna Rescue Ambulance CIP – 08.21.19	-\$190,000
Less: FY20 Support 56 Water Rescue Truck – 11.04.19	-\$83,000
Less: FY20 Self Contained Breathing Apparatus Funding – 11.04.19	-\$618,000
Less: FY20 Water Distribution System Optimization Study – 11.20.19	-\$22,366
Less: FY19-20 County Carryover Request – 12.4.19	-\$40,635
Less: FY19-20 Schools Carryover Request – 12.4.19	-\$250,000
Less: FY20 Self Contained Breathing Apparatus Funding – 03.18.20	-\$121,000
Current FY20 Unassigned Fund Balance – Excess Above Policy Target:	\$5,888,239
Less: FY20 Zion Crossroads Water Project (Future Commitment)	-\$3,000,000
Current FY20 Unassigned Fund Balance – Including Zion Crossroads	\$2,888,239

MEMORANDUM

Date: April 15, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 BOS Contingency Balance

The FY20 BOS Contingency line balance is as follows:

Beginning Budget:	\$211,744
Less: FY20 Purchase of TMP 51-A-130 – 08.07.19	-\$60,985
Less: FY20 Sheriff's Office Evidence Storage Building – 09.18.19	-\$28,500
Less: FY20 Convenience Center Budget Transfer – 01.22.20	-\$50,000
Less: FY20 Bank Franchise Tax Refund for BB&T - 04.01.15	-\$32,954
Available:	\$39,305

MEMORANDUM

Date: April 15, 2020
From: Liz McIver – Management Analyst
To: Board of Supervisors
Subject: FY20 Capital Reserve Balances

The FY20 Capital Reserve account balances are as follows:

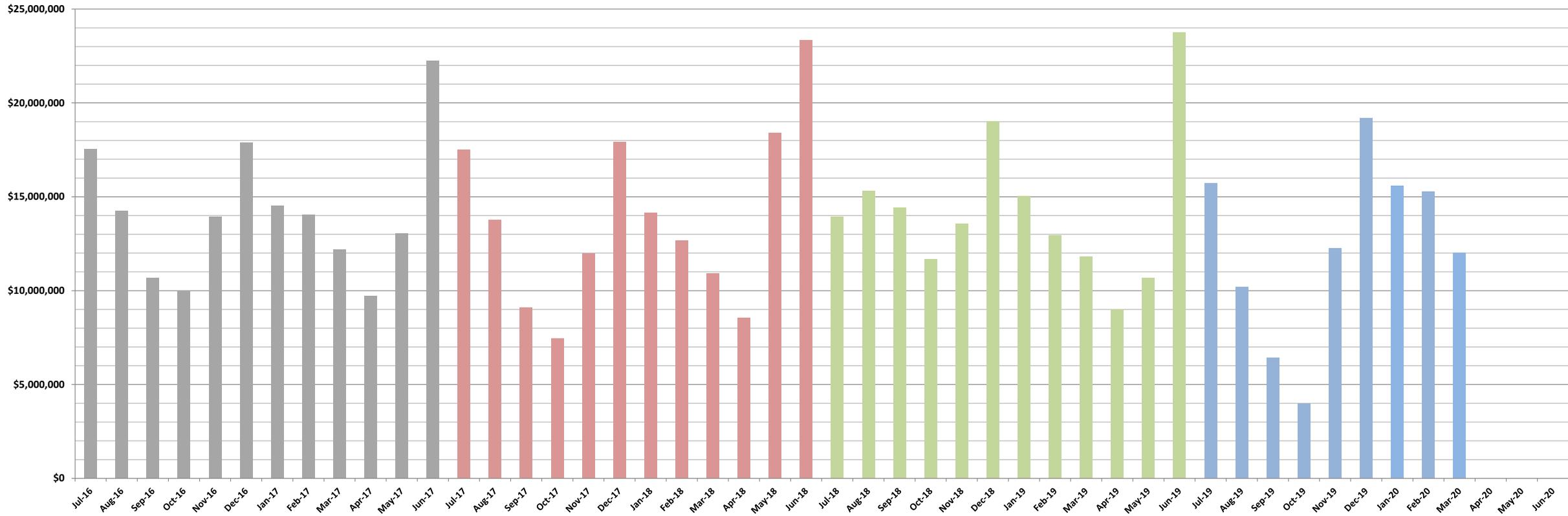
County Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$86,389
Add: FY19 Closed CRM Projects 6/30/19	\$51,538
Total FY20 Budget:	\$387,927
Less: Skid Steer - 07.02.19	-\$3,500
Less: Library Roof Repair - 08.07.19	-\$12,000
Less: Energy Recovery Unit Repair – 08.21.19	-\$5,489
Less: Additional excavation & material for ADA Trail erosion repair – 10.16.19	-\$4,983
Less: John Deere Backhoe/Bobcat Mini Excavator Repair – 10.16.19	-\$14,000
Less: E911 UPS Battery Replacement – 11.06.19	-\$16,600
Less: Treasurer’s Office Front Lobby Concrete Floor – 11.06.19	-\$18,663
Less: DSS Conference Room Pain & Carpet – 01.22.20	-\$4,370
Less: Geo-Thermal Water Pump Replacement – 01.22.20	-\$5,000
Less: Boiler Tube Replacement at Courts Building – 04.01.20	-\$6,808
Less: Safety Handrail for MAACA Sidewalk – 04.01.20	-\$4,000
FY20 Available:	\$292,514

Schools Capital Reserve:

FY20 Budget Allocation:	\$250,000
FY19 Carryover	\$194,149
Total FY20 Budget:	\$444,149
Less: Bus Garage Fencing – 08.07.19	-\$18,500
Less: Flashing Speed Limit Sign – 08.07.19	-\$6,500
Less: Replace Diesel and Gas Pump – 08.07.19	-\$14,000
Less: FCHS Turf Inspection and Leveling – 11.06.19	-\$9,800
Less: FCHS Track Repair – 01.08.20	-\$4,425
Less: FCHS Grinder Pump Replacement – 01.08.20	-\$12,014
Less: FCHS Testing, Cleaning and Tuning of (3) Boilers – 02.19.20	-\$14,850
Less: Air Quality Testing at Abrams Academy – 02.19.20	-\$9,955
FY20 Available:	\$354,105

Combined Bank Balances



**Culpeper District, Louisa Residency
Fluvanna County Monthly Report: April 2020**

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
3/3/2020	South Boston Rd, East of Lake Monticello	No	Yes

*Of the 819 fatalities in VA in 2018, 126 were related to distracted driving and 298 were motor vehicle occupants not wearing a seatbelt.

**10% of all drivers do not wear a seatbelt. Of all driver fatalities, 50% are from the 10% that do not wear a seatbelt if the option was available.

[Link to Smart Scale Information](#)

[Link to Smart Scale Projects \(Filter for Fluvanna Co. Projects\)](#)

SmartScale Round 4 Key Dates:

- November 6, 2019, Project Development Workshop
- February 2020, Project Review
- March 1 - April 1, 2020, Pre-application Deadline
- August 3, 2020, Application Deadline



Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	CN Begins	CN Completion	Anticipated Completion Fall 2020
Route 1001 – PE Study (UPC 115895)	PE Authorization	Survey in Progress	Anticipated Completion Spring 2020
Route 659 – PE Study (UPC 115896)	PE Authorization	Survey in Progress	Anticipated Completion Spring 2020
Route 600-618 Intersection Improvements (UPC 111739)	Floodplain Analysis	Pursuing Add. SS Funding	Anticipated FEB 2022

Additional Road Projects:

- **On-Call Pipe Replacements** PR07-967-255, (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, (UPC 106849)
- **District Wide ADA Compliance** ADA7-967-317, (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325 (UPC 108282)
- **District-Wide Primary Rumble-Strips** 9999-967-280, (UPC 106978)

Route	County MP Start	County MP End	Location Description	Length (LM)	Center/Edge
6	9.74	12.27	From Rt. 640 (Haden Martin Rd) to Rt. 650 (Mountain Hill Rd)	2.53	Center
15	10.23	21.58	From Rt. 673 (Bethel Church Rd) to Rt. 250 (Richmond Rd) (Exclude 35mph zone within town limits)	11.35	Center
53	0	2.41	From Albemarle County Line to Rt. 636 (Garden Ln/Nahor Manor Rd)	2.41	Center
53	0	4.77	From Albemarle County Line to Rt. 600 (S. Boston Rd)	4.77	Edge

*In a national study, 11 states analyzed the effectiveness of center line rumbles in reducing crashes. Centerline rumble strips reduced 18% - 64% of crossover crashes.
 **Edge line rumble strips studies show that single vehicle run-off-road fatal and injury crashes can be reduced by nearly 29%.

State-Force and District-Wide Bridge Projects:

- **District Wide Bridge Deck Cleaning and Washing** BRDG-967-241, (UPC 105980);
- **District Wide Bridge Maintenance** BRDG-967-240, (UPC 105979);
- **Route 623 over Venable Creek, Completed;**
- **Route 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement; Completed;**
- **Route 616 Soil Nailing Slope Repair; Completed;**

Resurfacing Projects:

VDOT provided the County with a list of routes included in the 2020 resurfacing schedule. Please review the routes listed and let us know if you have any questions or concerns.

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2019	4.94	\$863,675	2019	43.65	\$590,849
2020	-	-	2020	55.52	\$421,558

Traffic Engineering**Studies under Review:**

- Route 53 High School Speed Limit Reduction
- Route 633, 1079 N.Boston Rd – Chevrons/Curve Warning Signage + edge line consideration
- Route 250 speed study, from Route 631 to Route 15

Completed Studies:

- Route 53 shoulder safety improvements (proximity 4800 block +/-); Curve warning signs installed
- Fire Station signs along roadway by Fork Union Fire Station on Route 15 installed
- Speed limit and signage study at intersection of Route 761 and Route 620 installed
- Route 15 at Route 644 Speed Study; Not Warranted
- Centerline Marking on Rt. 613, Bybees Church Rd; Approved, Installation Summer 2020

County Safety and Operational Improvements:

- Route 250 at Route 631 (Troy Rd): grading to improve sight distance is completed
- Route 600 at Broken Island Rd: Request for safety improvements to improve visibility at the curve; Larger chevron signs and puppy track pavement markings have been installed
- Village of Palmyra Traffic Circle: County and VDOT staff plan to simulate EMS response prior to installing pavement markings;
- Route 53 at Route 660 (Cunningham): VDOT continues to evaluate this intersection for interim and long-term safety improvements
- Route 629/631 intersection review and grading work completed
- Digital Speed Display Signs (ongoing)

Area Land Use

Fluvanna County Plat/Plan Reviews- Reviewed February- March 2020							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Village Oaks Phase 1C Final Plat	618-TMP 9-A-14C	Final Plat Review,	John Wilson	2/27/2020	4/10/2020	3/2/2020	Review Complete - Acceptable
Village Oaks Phase 3 Final Plat	618-Lake Monticello Road, Palmyra VA	Preliminary Plat Review,	John Wilson	2/27/2020	4/10/2020	3/6/2020	Review Complete - Acceptable
Rosewood Manor Minor Subdivision	6-Rosewood Dr TMP 39 13 36 & 37	Final Plat Review,	Mark Wood	2/27/2020	4/10/2020	3/2/2020	Review Complete - Acceptable
The NR Acres Property Boundary Adjustment Plat	639-66 Rhodes School Ln Palmyra	Preliminary Plat Review,	John Wilson	3/3/2020	4/17/2020	3/11/2020	Review Complete - Acceptable
Sun Tribe Solar LLC/Fluvanna Middle	649-Fluvanna Middle School	Preliminary Plan,	John Wilson	3/5/2020	3/12/2020	3/11/2020	Review Complete - Revision
Brookman Property Boundary Adjust. Plat	Hwy., Fork Union, VA 23055	Preliminary Plat Review,	Mark Wood	3/11/2020	4/24/2020	3/11/2020	Review Complete - Acceptable

- Zions Crossroads Small Area Plan: Existing condition transportation data & draft survey was presented at January 13th stakeholder's meeting. A web page is in development for this study.
- Virtual meeting was held with Villages at Nahor to discuss tree removal and sidewalk replacement.

Maintenance Activities

- VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **406** Work Orders in FY20. Top actives have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSmanual.pdf

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