



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Fluvanna County Library, 214 Commons Blvd.

Palmyra, VA 22963

August 18, 2021 at 7:00 pm

Those wishing to attend the Board of Supervisors meeting must call Fluvanna Clerk to the Board, Caitlin Solis, at (434) 591-1910 or email her at: csolis@fluvannacounty.org with your name, address and phone number no later than 1 hour prior to the meeting.

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	ZTA 21:03 R-4 Zoning District – Multi-family Dwellings from 2.9 to 5.5 Dwelling Units – Douglas Miles, Community Development Director
7	ACTION MATTERS
B	Authorization to Advertise for a Cigarette Tax Ordinance – Kelly Belanger Harris, Assistant County Administrator
C	Firefly Fiber Broadband VATI Grant Application – Eric Dahl, County Administrator
D	FY23 Budget Calendar – Tori Melton, Management Analyst
E	Economic Development and Finance Department Positions Reclassification – Eric Dahl, County Administrator and Donna Snow, HR Manager
F	Priority Dispatch System Contract – Cyndi Toler, Purchasing Officer
7A	APPOINTMENTS
8	PRESENTATIONS (normally not to exceed 10 minutes each)
G	Law Enforcement Pay Rates and Classifications – Donna Snow, HR Manager, Sheriff Hess and Major Wells
9	CONSENT AGENDA
H	Minutes of August 4, 2021 – Caitlin Solis, Clerk to the Board
I	FY22 FCPS Grants Supplemental Appropriation – Tori Melton, Management Analyst & Brenda Gilliam, Executive Director for Instruction and Finance
J	FY22 Sheriff Department Insurance Claim - Property Damage – Tori Melton, Management Analyst
K	Silk City Printing Commonwealth's Development Opportunity Fund (COF) Performance Agreement – Bryan Rothamel, Economic Development Coordinator
L	Accounts Payable Report for June 2021 – Tori Melton, Management Analyst

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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.

10 – UNFINISHED BUSINESS

M New Admin Building, New DSS Building and Existing Building Renovation Design Costs – Eric Dahl,
County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



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

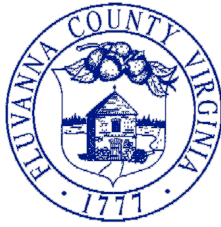
1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - 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:	August 18, 2021				
AGENDA TITLE:	ZTA 21:03 R-4 Zoning District – Multi-family Dwellings from 2.9 to 5.5 Dwelling Units				
MOTION(s):	I move that the Board of Supervisors (approve/deny/defer) an ordinance to amend chapter 22 zoning of the Fluvanna County code by the addition of a uses permitted by right use under 22-8-2.1 in the R-4 zoning district: multi-family dwellings, with a density up to 5.5 dwelling units per acre, provided the property is within an area subjected to a common plan of development and such property is served by a central water and sewer system.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	At its meeting on July 13, 2021, the Planning Commission recommended Approval of ZTA 21:03 (3-0); Mr. Johnson moved to recommend Approval and Mr. Lagomarsino seconded. AYES: Johnson, Lagomarsino, Murray-Key with Bibb and Zimmer Absent.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	Regarding ZTA 21:03 R-4 Zoning Text Amendment the Board of Supervisors may: <ul style="list-style-type: none"> Approve this request, allowing the density to be increased from 2.9 dwelling units per acre up to 5.5 dwelling units per acre within a common plan of development and also being served by a central water and sewer system. Defer this request and make a final decision at a later Board meeting date. 				
LEGISLATIVE HISTORY:	Review of a proposed Zoning Text Amendment within the R-4 Zoning District under the By Right uses that are found within Section 22-8-2.1 and under Residential uses. The Planning Commission reviewed the Zoning Text Amendment on July 13, 2021.				
ENCLOSURES:	Zoning Text Amendment ZTA 21:03 Board of Supervisors Staff Report, Draft Ordinance, Public Hearing Ad				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-08-18 p.7/284
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

BOARD OF SUPERVISORS STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 21:03 R-4 Zoning District

From: Douglas Miles, AICP, CZA
District: Countywide Amendment

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, August 18, 2021 at 7:00 pm in the Fluvanna County Library Meeting Room.

Requested Action: Amend the Fluvanna County Zoning Ordinance

ZTA 21:03 AN ORDINANCE TO AMEND CHAPTER 22 ZONING OF THE FLUVANNA COUNTY CODE BY THE ADDITION OF A USES PERMITTED BY RIGHT USE UNDER 22-8-2.1 IN THE R-4 ZONING DISTRICT: MULTI-FAMILY DWELLINGS, WITH A DENSITY UP TO 5.5 DWELLING UNITS PER ACRE, PROVIDED THE PROPERTY IS WITHIN AN AREA SUBJECTED TO A COMMON PLAN OF DEVELOPMENT AND SUCH PROPERTY IS SERVED BY A CENTRAL WATER AND SEWER SYSTEM.

Zoning Ordinance Text

Sec. 22-8-2.1 (R-4) Uses permitted by right.

The following uses shall be permitted by right:

Residential Uses

Dwellings, accessory
Dwellings, multi-family
Dwellings, single-family attached
Dwellings, single-family detached
Dwellings, townhouse
Dwellings, two-family
Group Homes

Dwellings, multi-family, with a density up to 5.5 dwelling units per acre, provided the property is within an area subjected to a common plan of development and such property is served by a central water and sewer system.

Article 22 – Definitions

Dwelling, multi-family: A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums. (NOTE: This is an existing definition with the Fluvanna Zoning Ordinance)

Comprehensive Plan

The 2015 Rivanna-Lake Monticello Community Plan indicates that Fluvanna County encourages housing for seniors and for a growing workforce which helps to create healthier communities by including a variety of housing for County residents in a range of income levels and age groups.

The proposed amendment to the zoning ordinance as outlined above will help the County achieve these Housing goals as they are set forth within the 2015 Fluvanna County Comprehensive Plan:

Chapter 8 Housing Goals:

A.1: “Create zoning that enables increased residential density in the growth areas, and allows for mixed-use and mixed-income developments including residences above storefronts.” (in Zion Crossroads Urban Development Area)

B.2: “Allow for a mix of housing types and densities in individual developments: single and multifamily as appropriate for the area and existing or planned infrastructure.”

Zoning Case

On December 5, 1983, the Fluvanna County Board of Supervisors approved the request of Lake Monticello Development Corporation to rezone the (Marina Point) subject property from R-1 to R-2, it was converted to R-4 zoning, which currently permits up to 2.9 dwelling units per acre.

Conclusion

The proposed Zoning Text Amendment will allow for additional, affordable housing unit options to be developed in R-4 zoning in the Zion Crossroads Urban Development Area (UDA). Short term it will allow for the completion of an existing project located in the Lake Monticello Plan of Development that is known as Marina Point utilizing both Aqua Virginia water and wastewater.

Fluvanna County does not have the available housing stock to allow for County homeowners to transition to first floor living and lower, overall square footage which equates to more affordable energy bills for heating and cooling and less outside landscaping and maintenance costs. If the ZTA is approved, there will be the opportunity for additional housing and dwelling unit options to be constructed in our UDA where the planned County water and wastewater is made available.

Suggested Motion

I MOVE THAT THE BOARD OF SUPERVISORS [Approve/deny/defer] **ZTA 21:03** AN ORDINANCE TO AMEND CHAPTER 22 ZONING OF THE FLUVANNA COUNTY CODE BY THE ADDITION OF A USES PERMITTED BY RIGHT USE UNDER 22-8-2.1 IN THE R-4 ZONING DISTRICT: MULTI-FAMILY DWELLINGS, WITH A DENSITY UP TO 5.5 DWELLING UNITS PER ACRE, PROVIDED THE PROPERTY IS WITHIN AN AREA SUBJECTED TO A COMMON PLAN OF DEVELOPMENT AND SUCH PROPERTY IS SERVED BY A CENTRAL WATER AND SEWER SYSTEM.

DRAFT ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 22 ZONING OF THE FLUVANNA COUNTY CODE BY THE ADDITION OF A USES PERMITTED BY RIGHT USE UNDER 22-8-2.1 IN THE R-4 ZONING DISTRICT

BE IT ORDAINED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended, in Section 22-8-2.1, as follows:

Sec. 22-8-2.1 (R-4) Uses permitted by right.

The following uses shall be permitted by right:

Residential Uses

Dwellings, accessory
Dwellings, multi-family
Dwellings, single-family attached
Dwellings, single-family detached
Dwellings, townhouse
Dwellings, two-family
Group Homes

Dwellings, multi-family, with a density up to 5.5 dwelling units per acre, provided the property is within an area subjected to a common plan of development and such property is served by a central water and sewer system.

Article 22 – Definitions

Dwelling, multi-family: A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

(Seal)
PUBLIC HEARING
Fluvanna County Board of Supervisors
August 18, 2021 at 7:00 pm

Pursuant to VA Code Section 15.2-2204, a public hearing will be held at the Fluvanna County Library, located at 214 Commons Boulevard in Palmyra, Virginia for citizens of the County to have the opportunity to be heard by the Board of Supervisors on the following request:

ZTA 21:03 AN ORDINANCE TO AMEND CHAPTER 22 ZONING OF THE FLUVANNA COUNTY CODE BY THE ADDITION OF A USES PERMITTED BY RIGHT USE UNDER 22-8-2.1 IN THE R-4 ZONING DISTRICT: MULTI-FAMILY DWELLINGS, WITH A DENSITY UP TO 5.5 DWELLING UNITS PER ACRE, PROVIDED THE PROPERTY IS WITHIN AN AREA SUBJECTED TO A COMMON PLAN OF DEVELOPMENT AND SUCH PROPERTY IS SERVED BY A CENTRAL WATER AND SEWER SYSTEM.

Interested persons may submit any written comments with their full name and property address prior to the scheduled meeting to dmiles@fluvannacounty.org and any questions may be directed to Douglas Miles, Community Development Director at 434-591-1910, 8:00 am - 5:00 pm, M-F.

To: Fluvanna Review
From: Douglas Miles, Community Development Director

Advertise on the following dates: August 5th and August 12th

Bill to: Fluvanna County Administration
P. O. Box 540, Palmyra, VA 22963
Attn: Caitlin Solis, Clerk to the Board of Supervisors
Email: csolis@fluvannacounty.org 434.591.1910 (O)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Authorization to Advertise a Public Hearing to Adopt an Ordinance Approving the Formation of a Joint Regional Cigarette Tax Board				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise a Notice of Public Hearing to be held on September 15, 2021, for a proposed Ordinance approving the formation of a joint Cigarette Tax Board.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Eric Dahl, County Administrator, & Kelly Belanger Harris, Assistant County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>Authority for Counties to Assess a Cigarette Tax and the Creation of a Regional Cigarette Tax Board to Collect and Disburse Taxes Collected</p> <ul style="list-style-type: none"> The Virginia General Assembly enacted legislation in 2020 that authorizes all counties to impose cigarette taxes at a rate of up to 40 cents per pack, beginning July 1, 2021. In April 2021, the Thomas Jefferson Planning District Commission reached out to its member localities to determine interest in forming/participating in a regional cigarette tax board. May 5, 2021 – Fluvanna County Board of Supervisors adopted a Resolution In Participating In Regional Cigarette Tax Administration Spring 2021 - TJPDC Cigarette Tax Workgroup reviews strategies for establishing a regional cigarette tax administration board; provides scenarios for start-up and on-going costs for regional body July 2021 – TJPDC Cigarette Tax Workgroup reviews Draft Ordinance and Agreement for localities participating in Regional Cigarette Tax Board Draft Ordinance Approving the Formation of a Joint Entity to Be Known as the Jefferson Area* Cigarette Board – presented to localities for consideration in August/September 2021. <i>*the name of the entity could change before the Public Hearing</i> Ordinance Adoption - Public Hearing required: <ul style="list-style-type: none"> Request Authorization to Advertise Notice of a Public Hearing – August 18 Public Hearing – September 15 <p>Regional Cigarette Tax Board</p> <ul style="list-style-type: none"> Composed of one representative from each member jurisdiction at the Boards creation, and one representative from those jurisdictions later added with the 				

	<p>consent of the Tax Board. Chief Administrative Officer for the jurisdiction shall be the Board representative for the jurisdiction.</p> <ul style="list-style-type: none"> • An Administrator will oversee day-to-day operations of the Board <ul style="list-style-type: none"> ○ Additional staff and TJPDC staff may also provide administrative support • Regional Board will disburse tax revenue to member jurisdictions on a monthly basis 				
FISCAL IMPACT:	None				
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	Draft Notice of Public Hearing				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

(Seal)

PUBLIC HEARINGS
Fluvanna County Board of Supervisors
Wednesday, Sep 15, 2021 at 7:00 p.m.

Pursuant to Virginia Code §15.2-1427, the Fluvanna County Board of Supervisors will hold a Public Hearing on September 15, 2021 the Fluvanna County Library, located at 214 Commons Blvd., Palmyra, VA 22963, for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors regarding the formation of a regional Cigarette Taxation Board. Pursuant to the authority granted to localities under § 15.2-1300 of the Code of Virginia, 1950, as amended, and as further authorized by §§ 58.1-3830, 3832, and 3832.1 of the Code of Virginia, 1950, as amended, the Fluvanna County Board of Supervisors has determined that it would serve the public interest to establish a joint entity to be known as the Blue Ridge Cigarette Tax Board (the "Board") in order to efficiently administer the collection, accounting, disbursement, compliance monitoring and enforcement of cigarette taxes assessed by the localities desiring to join the Board.

The full text of the proposed ordinance may be viewed in the County Administration Office located at 132 Main Street, Palmyra, VA. 22963.

TO: Fluvanna Review

Advertise on the following dates: 2 & 9 Sep 2021

Authorized by: Fluvanna County Board of Supervisors

Bill to: Fluvanna County Board of Supervisors
P.O. Box 540, Palmyra, VA, 22963
Caitlin Solis
Clerk to the Board
Fluvanna County, Virginia 22963
Email csolis@fluvannacounty.org
(434) 591-1910 FAX (434) 591-1913

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE FORMATION OF A JOINT ENTITY
TO BE KNOWN AS THE BLUE RIDGE CIGARETTE TAX BOARD
AND BESTOWING ON SUCH ENTITY ALL POWERS NECESSARY AND PROPER
FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW**

WHEREAS, pursuant to the authority granted to localities under § 15.2-1300 of the Code of Virginia, 1950, as amended, the Board of Supervisors of the County of _____, Virginia has determined that it would serve the public interest to establish a joint entity to be known as the Blue Ridge Cigarette Tax Board (the "Board") in order to efficiently administer the collection, accounting, disbursement, compliance monitoring and enforcement of cigarette taxes assessed by the localities desiring to join the Board; and

WHEREAS, the Board of Supervisors has reviewed an agreement establishing the Board and defining its powers, duties, and other procedures, the text of which is attached hereto and incorporated herein as "Exhibit A," and is in agreement with the terms as set forth therein; and

WHEREAS, the aforementioned agreement provides that it shall become effective upon the approval by the governing bodies of at least six (6) localities named and the execution of said agreement by their authorized representatives; and

WHEREAS, the Board of Supervisors wishes to authorize the formation of the Board with the County of _____, Virginia as a member thereof, and authorize the execution of said agreement on its behalf.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of _____, Virginia, that:

1. Under authority of Virginia Code § 15.2-1300, and upon the approval and execution of six (6) or more localities, there is hereby created and established the Blue Ridge Cigarette Tax Board, which shall act as the agent of the localities for the administration of their respective cigarette tax ordinances; and

2. The agreement, attached hereto as Exhibit A, is hereby approved, and the County Administrator is authorized to execute the same on behalf of the governing body, which may include additional non-material language changes deemed necessary by the County Administrator, after it is approved as to form by the County Attorney; and

3. The powers and authority of the Board, as set forth in the agreement, are hereby approved.

This Ordinance shall be effective _____ (date) _____.

I, _____, do hereby certify that the foregoing writing is a true, correct copy of an Ordinance duly adopted by the Board of Supervisors of _____ County, Virginia, by a vote of ____ to ____, as recorded below, at a regular meeting held on _____ (date) _____

Clerk, Board of Supervisors

Aye Nay

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BLUE RIDGE CIGARETTE TAX AGREEMENT

This Agreement, dated the ____ day of _____, 2021 is entered into by and between

- 1) The County of Albemarle, Virginia;
- 2) The County of Augusta, Virginia;
- 3) The City of Charlottesville, Virginia;
- 4) The County of Fluvanna, Virginia;
- 5) The County of Greene, Virginia;
- 6) The County of Madison, Virginia;
- 7) The County of Nelson, Virginia;
- 8) The County of Orange, Virginia;

or any six or more of the foregoing, and provides as follows:

WHEREAS, the parties hereto (the "Member Jurisdictions") desire to enter into an Agreement for the purpose of the establishment of the Blue Ridge Cigarette Tax Board (the "Board") for the joint administration, collection, and enforcement of their respective Cigarette Tax Ordinances pursuant to the provisions of these ordinances and § 15.2-1300 and §§ 58.1-3830, *et. seq.*, of the Code of Virginia, 1950, as amended.

NOW, THEREFORE, the parties hereby enter into the following agreement.

1. NAME AND DURATION

The Board shall be called the Blue Ridge Cigarette Tax Board. Its duration shall be perpetual, subject to the provisions of Paragraph 9 herein.

2. MEMBERSHIP AND VOTING POWERS

The Board shall be composed of one representative from each jurisdiction currently named herein and one representative from those jurisdictions later added with the consent of the

Board in conformity with Section 10. Said representative may designate an alternate to attend meetings and vote in his or her place. A majority of the representatives from the member jurisdictions shall constitute a quorum for transaction of business. Action of the Board shall be by majority vote of those present and voting, with the exception of adding new members to the Board, which shall require the approval by the majority of the entire Board membership. In all matters, each jurisdiction shall be entitled to only one vote.

3. OFFICERS AND MEETINGS

Each year, the Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer, who shall serve for a term of one (1) year unless removed by majority action of the Board. The aforementioned officers shall be chosen from the members of the Board, and shall be empowered to sign in the name of the Board on all legal documents, including bank deposits and withdrawals. The Board shall meet from time to time as needed, and shall meet at least quarterly, however, additional meetings may be called at any time by action of the Chair or upon the request of three (3) or more members by submitting such request to the Chair in writing.

The Board may adopt bylaws, procedural rules and other policies to regulate its affairs not inconsistent with this Agreement.

4. POWERS OF THE BOARD

The Board shall be delegated the following powers from the member jurisdictions:

- a. The power to assess, collect and disburse the cigarette taxes levied by and for each member jurisdiction;
- b. The power to audit the sale or use of cigarettes within each member jurisdiction;

- c. The power to provide information to the appropriate law enforcement agencies of the affected member jurisdictions for the purpose of prosecution of criminal violations of cigarette tax laws;
- d. The power to hire, supervise, discharge and manage an Administrator to oversee the day-to-day operations of the Board;
- e. The power to establish and manage general operating funds to ensure proper funding of Board operations on an ongoing basis;
- f. The power to employ auditors for review of the Board's finances, and employ accountants, legal counsel, and other advisors as the Board deems necessary or advisable to discharge its' duties;
- g. The power to designate one or more depository bank or banks for tax funds collected;
- h. The power to contract with the Thomas Jefferson Planning District Commission or one or more member jurisdictions for provision of administrative, fiscal and personnel services;
- i. The power to hold and convey personal property. The Board shall have no power to hold or convey real property;
- j. The power to enter into contracts, including without limitation the power to enter into contracts with public bodies;
- k. The power to contract for benefits for Board employees;
- l. Any other powers granted to the Board by other provisions of this Agreement, by the respective local ordinances of the member jurisdictions, and by the Code of Virginia (1950), as amended.

5. LIABILITY INSURANCE

The Board is hereby authorized and directed to maintain insurance coverage appropriate to the nature of the Board's operations. General liability insurance shall be maintained through a commercial general liability policy in limits of not less than One Million Dollars (\$1,000,000). The Board shall maintain worker's compensation coverage in at least the statutorily required minimum amounts.

6. ADMINISTRATOR

The Board shall appoint an Administrator, who shall be responsible for the normal, day-to-day operations of the Board in administration of the Cigarette Tax Ordinances adopted by each of the member jurisdictions. The Administrator shall serve at the pleasure of the Board and under such terms and conditions of employment as the Board shall deem appropriate, which may include the power of the Administrator to hire, train, discipline and discharge subordinate employees as needed to carry into effect the purposes and duties of the Board, contingent upon creation by the Board of such subordinate positions. The Administrator shall act as the chief employee of the Board, and shall answer to and be under the supervision of the Board. The Administrator shall attend Board meetings and report to the Board on expenditures of the Board, projected revenues, and other matters relevant to the efficient administration of the Board. The Board may adopt such contracting and purchasing policies as it may deem appropriate, consistent with the Virginia Public Procurement Act and other applicable laws and regulations, and delegate to the Administrator the authority and responsibility for administration thereof. The duties of the Administrator shall include, but are not limited to the following:

- a. Preparation of annual administrative cost estimates;

- b. Reporting to the Board with recommendations as to the creation of employment positions needed to carry into effect the purposes and duties of the Board;
- c. Hiring, management, evaluation, training, discipline and discharge of employees in such employment positions created by the Board;
- d. Contracting, with the approval of the Board, for equipment, supplies, employee health and retirement benefits and other benefits as approved by the Board;
- e. Preparation of such other reports as the Board may require;
- f. Review and authorization of disbursements from Board accounts, including without limitation regular disbursements of tax revenue from member jurisdictions.

7. COLLECTION OF THE CIGARETTE TAX

The cigarette tax shall be assessed and collected according to the respective ordinances and according to the rules, regulations and procedures adopted by the Board.

8. DISBURSEMENT OF RECEIPTS, MANAGEMENT OF FUNDS

- a. Disbursements shall be made to each member jurisdiction on a monthly basis. Prior to disbursement to member jurisdictions, expenses for the applicable period shall be deducted from total revenues and allocated to the jurisdictions proportionately based upon the number of taxable packs of cigarettes reported within the jurisdiction during the period as compared to the total number of taxable packs of cigarettes reported in all the member jurisdictions. The disbursement to each member jurisdiction shall be determined by the tax rate of the jurisdiction multiplied by the taxable packs of cigarettes reported within the jurisdiction, plus interest and penalties assessed within the jurisdiction in question, plus the jurisdiction's proportional share of all other revenues, less discounts and proportional expenses.

- b. The Board shall adopt an annual budget and provide a copy thereof to each of the member jurisdictions. The Board shall establish an operating fund, taking into account the anticipated revenues and expenditures for each year.
- c. All monies shall be deposited in the name of the Blue Ridge Cigarette Tax Board. All checks drawn on Board accounts shall require the signature of the Administrator and at least one Board Officer.

9. TERMINATION

- a. In the event any member jurisdiction decides, by ordinance, to terminate its participation in the Board, notice thereof shall be given to the Board no fewer than sixty (60) days prior to the effective date of such termination. The terminating jurisdiction shall receive within thirty (30) days of the effective date of termination its proportionate share of total revenues less its proportionate share of expenses, operating fund, and depreciated value of tangible personal property owned by the Board. The representative of such terminating jurisdiction shall cease to be a member of the Board as of the effective date of the termination and thereafter the terminating jurisdiction shall have no rights to participate in the business or operations of the Board, and the terminating jurisdiction shall thereafter have sole rights and responsibility for collection and enforcement of its local cigarette tax.
- b. In the event the number of member jurisdictions is less than six (6) in number, the Board shall dissolve and cease to exist. In such event, the Board, prior to dissolution, shall liquidate all assets and disburse the proceeds to each member jurisdiction that has not previously received a payment pursuant to Paragraph 9(a). Such distribution shall be proportionate to the number of taxable packs of cigarettes reported in the

jurisdiction in question during the preceding twelve (12) months as compared to the taxable packs of cigarettes reported in the preceding twelve (12) months in all jurisdictions constituting the Board at the time of dissolution.

10. IMPLEMENTATION

Each member jurisdiction shall by ordinance signify its desire and agreement to become a member of the Board and its acceptance of the provisions of this Agreement. This Agreement shall become effective upon the adoption of such ordinances and execution of this agreement by any six (6) of the jurisdictions below, and thereafter any other jurisdiction named below may join as a member upon the adoption of such ordinance and execution by its authorized representative, and upon payment of any shared expenses as may be determined by the Board. Upon such execution and payment, this agreement shall become operative as to the jurisdiction in question.

Jurisdictions other than those named below may be added to the Board upon agreement of a majority of the Board, and upon adoption of an ordinance by the governing body of the jurisdiction to be added, execution of this Agreement, and payment into the Board of any shared expenses as may be determined by the Board.

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Albemarle, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Augusta, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The City of Charlottesville, Virginia

Signature

Printed Name

Title

Approved as to form:

City Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Fluvanna, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Greene, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Madison, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Nelson, Virginia

Signature

Printed Name

Title

Approved as to form:

County Attorney

BLUE RIDGE CIGARETTE TAX BOARD AGREEMENT SIGNATURE PAGE

The County of Orange, Virginia

Signature

Printed Name

Title

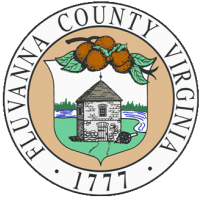
Approved as to form:

County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Firefly Fiber Broadband VATI Grant				
MOTION(s):	I move the Board of Supervisors adopt a Resolution for the Firefly Fiber Virginia Telecommunication Initiative Grant Application.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	A2	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric M. Dahl, County Administrator				
PRESENTER(S):	Galen Creekmore, Central Virginia Services Inc. (Firefly Fiber)				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> Firefly Fiber Broadband is constructing fiber to the home for residents in the Central Virginia Electric Cooperative footprint. Dominion Energy is interested in building fiber to its infrastructure and allowing Firefly Fiber to build laterals off Dominion Energy's planned fiber. Firefly Fiber studied Fluvanna County's Dominion Energy footprint for areas underserved by broadband (less than 25/3 mpbs service) for inclusion in its network. Firefly Fiber's study has shown there are 802 homes and businesses that are unserved. It would require 63 miles of fiber. The budget for the project is \$5,137,000 with VATI covering \$1.79 million. The County match would be \$601,500. The County can use American Rescue Plan Act funds for the match. 				
FISCAL IMPACT:	Use of American Rescue Plan Act funds for broadband improvements.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	-4/14/2021: BOS approved an MOU with Firefly Fiber, Dominion Energy, Rappahannock Electric Cooperative and Fluvanna County to study unserved areas of Fluvanna County.				
ENCLOSURES:	<ul style="list-style-type: none"> Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2021

A RESOLUTION FOR THE FIREFLY FIBER VIRGINIA TELECOMMUNICATION INITIATIVE GRANT APPLICATION

WHEREAS the County of Fluvanna is committed to bringing universal broadband internet access to its citizens across the county within the next three years, and

WHEREAS Firefly Fiber Broadband, Dominion Energy and Rappahannock Electric Cooperative have developed a regional internet service expansion project with the Thomas Jefferson Planning District Commission as the lead applicant with the county being one of multiple counties included in the project to make fiber to the home broadband internet service available to the unserved locations in the county, and

WHEREAS the preliminary planning for the regional project has identified 802 locations in the county as being unserved without access to speeds faster than 25 mbps download or 3 mbps upload, and the preliminary design includes 63 miles of fiber optic cable to be installed in the county to make service available to those locations, with a cost estimate of \$5,137,000 for the construction, creating a need for additional grant funding to make the project financially feasible, and

WHEREAS this project will seek grant funds from the Virginia Department of Housing and Community Development through its Virginia Telecommunications Initiative (VATI) with an application on or before 14 September 2021, and that application process provides additional scoring points for local contributions to the project, then

NOW THEREFORE BE IT RESOLVED that the County of Fluvanna will participate in the regional project and fully support the application including providing local matching funding not to exceed \$601,500.

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

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

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

TAB D

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	FY23 Budget Calendar				
MOTION(s):	I move the Board of Supervisors approve the FY23 Budget Calendar, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Tori Melton, Management Analyst				
PRESENTER(S):	Tori Melton, Management Analyst				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	In accordance with Fluvanna County Budget Policy, Code of Virginia 58.1-3321 and Code of Virginia 15.2-2506				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY23 Budget Calendar Draft				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FY23 BUDGET CALENDAR

Proposed August 18, 2021

Holiday - Offices Closed

DAY	DATE	DESCRIPTION	TIME/LOCATION	Su	M	T	W	Th	F	Sa
				Aug-2021						
Wed	Aug 4	CIP Packet Released	Finance Email	1	2	3	4	5	6	7
Wed	Aug 4	BOS Regular Meeting	4:00 pm; Library	8	3	10	11	12	13	14
Wed	Aug 18	BOS Regular Meeting	7:00 pm; Library	15	16	17	18	19	20	21
				22	23	24	25	26	27	28
				29	30	31				
				Sep-2021						
Wed	Sep 1	BOS Regular Meeting	4:00 pm; Library				1	2	3	4
Wed	Sep 1	CIP Submissions Due to Finance	5:00 pm; Email Finance	5	6	7	8	9	10	11
Mon	Sep 13	County Administrator's CIP Review Committee	3:00pm TBD	12	13	14	15	16	17	18
Wed	Sep 15	BOS Regular Meeting	7:00 pm; Library	19	20	21	22	23	24	25
				26	27	28	19	30		
				Oct-2021						
Wed	Oct 6	BOS Regular Meeting	4:00 pm; TBD						1	2
Tues	Oct 12	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; TBD	3	4	5	6	7	8	9
Wed	Oct 20	BOS Regular Meeting	7:00 pm; TBD	10	11	12	13	14	15	16
Fri	Oct 22	FY23 Operating Budget Kick-Off	Budget Packet Email	17	18	19	20	21	22	23
				24	25	26	27	28	29	30
				31						
				Nov-2021						
Wed	Nov 3	BOS Regular Meeting	4:00 pm; TBD		1	2	3	4	5	6
Thurs	Nov 4	County Administrator FY23 Budget Review Meeting with CO's, DH's, Agencies	2:00 pm; Morris Room	7	8	9	10	11	12	13
Tues	Nov 9	Planning Commission Work Session/Meeting - CIP Review	6:00 pm; TBD	14	15	16	17	18	19	20
Wed	Nov 17	BOS Regular Meeting	7:00 pm; TBD	21	22	23	24	25	26	27
Wed	Nov 23	Operating Budgets Due to Finance (COB)	Email to Finance	28	29	30				
				Dec-2021						
	Dec 6-10	County Administrator Oper. Budget Reviews w/ CO's, DH's, & Agencies	TBD; Morris Room				1	2	3	4
Wed	Dec 1	BOS Regular Meeting	4:00 pm; TBD	5	6	7	8	9	10	11
Wed	Dec 1	BOS Work Session - TBD - FCPS And County Preliminary Budget Discussion	7:00 pm; TBD	12	13	14	15	16	17	18
Tues	Dec 7	Planning Commission Meeting - CIP Public Hearing/Recommendation	6:00 pm; TBD	19	20	21	22	23	24	25
Wed	Dec 15	BOS Budget Work Session - Non-Profit Presentations	4:00 pm; TBD	26	27	28	29	30	31	
Wed	Dec 15	BOS Regular Meeting	7:00 pm; TBD							
				Jan-2022						
Wed	Jan 5	BOS Regular Meeting	4:00 pm; TBD							1
Wed	Jan 19	BOS Budget Work Session - Non-Profit Presentations	4:00 pm; TBD	2	3	4	5	6	7	8
Wed	Jan 19	BOS Regular Meeting	7:00 pm; TBD	9	10	11	12	13	14	15
	Jan 24-28	BOS Budget Briefs	TBD; TBD	16	17	18	19	20	21	22
				23	24	25	26	27	28	29
				30	31					
				Feb-2022						
Wed	Feb 2	BOS Regular Meeting	4:00 pm; TBD			1	2	3	4	5
		County Administrator's FY23 Budget Proposal and Revenue/Expenditure Brief	7:00 pm; TBD	6	7	8	9	10	11	12
Wed	Feb 2	School Board Work Session - Superintendent's Budget (TBD)	5:30 pm; School Board	13	14	15	16	17	18	19
Wed	Feb 9	School Board Meeting - Public Hearing and Budget Adoption (TBD)	6:30 pm; School Board	20	21	22	23	24	25	26
Wed	Feb 9	BOS Budget Work Session - Constitutional Officer Briefs	7:00 pm; TBD	27	28					
Wed	Feb 16	BOS Budget Work Session - FCPS FY23 Adopted Budget Presentation	4:00 pm; TBD							
Wed	Feb 16	BOS Regular Meeting	7:00 pm; TBD							
Wed	Feb 23	BOS Budget Work Session - County Agency Briefs	7:00 pm; TBD							
				Mar-2022						
Wed	Mar 2	BOS Regular Meeting	4:00 pm; TBD			1	2	3	4	5
Wed	Mar 2	BOS Budget Work Session - County Department Briefs/CIP Review	7:00 pm; TBD	6	7	8	9	10	11	12
Wed	Mar 9	BOS Budget Work Session	7:00 pm; TBD	13	14	15	16	17	18	19
Wed	Mar 16	BOS Budget Work Session	4:00 pm; TBD	20	21	22	23	24	25	26
Wed	Mar 16	BOS Regular Meeting - Set Proposed FY23 Budget & CY22 Tax Rates for Advertising	7:00 pm; TBD	27	28	29	30	31		
Wed	Mar 23	BOS Budget Work Session - TBD	7:00 pm; TBD							
				Apr-2022						
Wed	Apr 6	BOS Regular Meeting	4:00 pm; TBD						1	2
Wed	Apr 6	BOS Budget Work Session - TBD	7:00 pm; Morris Room	3	4	5	6	7	8	9
Wed	Apr 13	BOS Special Meeting - Public Hearings for FY23 Budget and CY22 Tax Rate	7:00 pm; TBD	10	11	12	13	14	15	16
Wed	Apr 20	BOS Regular Meeting - Adopt FY23 Budget and CY22 Tax Rate *	7:00 pm; TBD	17	18	19	20	21	22	23
Wed	Apr 27	BOS Special Meeting - TBD - Adopt FY23 Budget and CY22 Tax Rate *	7:00 pm; TBD	24	25	26	27	28	29	30

* Can adopt at Regular Meeting on April 20st or hold special meeting on April 27th to adopt

** Can add an additional meeting on March 30th if needed

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Economic Development and Finance Department Positions Reclassification				
MOTION(s):	<p>I move the Board of Supervisors approve the following position description revisions and pay band changes:</p> <ul style="list-style-type: none"> FROM: Economic Development Coordinator, Pay Band 20, minimum salary \$53,496 TO: Director of Economic Development, Pay Band 24, minimum salary \$67,537 FROM: Financial Services Technician (Full-time), Pay Band 11, minimum expected pay \$34,467 TO: Financial Services Technician (Part-time, permanent), Pay Band 11, minimum expected pay \$17,233 				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator and Donna Snow, HR Manager				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> This reorganization in Economic Development and the Finance Department is proposed to reflect the current needs for filling the Economic Development position when competing with our surrounding job market and reflects the reduced workload requirements needed for the Financial Services Technician position in Finance. Position Descriptions have been updated to reflect duty requirements, incorporate new skills, and ensure better service for the residents, developers, and the business community. The changes as proposed will likely not require any additional funding and they could potentially create a net decrease overall. 				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				

LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Job Description – Economic Development Coordinator (redlined) Job Description – Director of Economic Development (Final) Job Description – Financial Services Technician: Full-time (redlined) Job Description – Financial Services Technician: Part-time (Final)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	

ECONOMIC DEVELOPMENT and FINANCE DEPARTMENT POSITIONS RECLASSIFICATION							
Current Title	Pay Band	FY22 Budgeted Pay/Salary		New Title/Position	Pay Band	FY22 Minimum Pay/Salary	FY22 COAD Max Pay/Salary
Economic Development Coordinator	20	\$ 57,942		Director of Economic Development	24	\$ 67,537	\$ 77,668
Financial Services Technician (Full-Time)	11	\$ 39,312		Financial Services Technician (Part-Time)	11	\$ 17,232	\$ 19,817
CURRENT TOTAL:		\$ 97,254		PROPOSED TOTAL:		\$ 84,769	\$ 97,484
				ANNUAL PROPOSED CHANGE (decrease):		\$ (12,485)	\$ 230



Fluvanna County, Virginia
Department of Administration
Job Description

DIRECTOR OF ECONOMIC DEVELOPMENT COORDINATOR

Job Class #:	<u>2450XXXX</u>
Pay Grade:	<u>2024</u>
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	<u>Director of Community Development</u> <u>County Administrator</u>

SUMMARY

Under the general supervision of the Director of Community DevelopmentCounty Administrator, serves as the County's primary liaison for business recruitment, development, and expansion. This role is focused on increasing the County's business base, employment opportunities, and future revenues. The incumbent performs professional and responsible administrative work developing and administering County economic development activities, and other related work as required.

ESSENTIAL FUNCTIONS

The essential function of the position is to develop, implement, and manage an aggressive and comprehensive economic development program in order to diversify and grow the County's business base, job market, and tax base. The position requires a focus on strategic marketing, and ability to build strong relationships with both existing businesses, and potential new business prospects, with a strong emphasis on developing new commerce.

- Plans, organizes, and manages the operations of the Economic Development Department, including annual budget recommendation.
- Serves as primary County contact for persons inquiring or requesting business development or tourism assistance and information.
- Promotes, communicates and reinforces the Board of Supervisor's goals and objectives to create growth and enhance the community.
- Develops, recommends, and implements effective strategies, plans, and programs for economic growth within the County.
- Administers, supervises and monitors community and economic development activities, property inventories and projects.
- Conducts tax and public benefits analyses for economic developments.
- Analyzes both short-term and long-term opportunities and constraints facing the local economy.
- ~~Conducts necessary for the creation and maintenance of information and for special projects.~~
- Identifies and promotes resources and opportunities for growth including the attraction of new commercial and industrial investment and infrastructure.
- Prepares and maintains information on utilities, taxes, zoning, transportation, community services, demographics, and other data sheets and topics related to marketing the community for economic development.
- Lead retention strategies and tactics focused on encouraging a healthy and stable business environment for the existing business base.

- Coordinate and develop initiatives and collaborate with existing local and regional programs to advance a career training strategy.
- Manages the content of the Economic Development pages on the Fluvanna County website.
- Assist with the creation and execution of marketing and public relation activities (website, print, social media, and others).
- Coordinates business events, meetings, training, and business appreciation events.
- Delivers presentations to County officials, prospective business owners, and the general public
- Conducts site visits for prospective investor clients.
- Cooperates and coordinates with other local, regional and state economic development partners including the Virginia Economic Development Partnership, the Central Virginia Partnership for Economic Development, Central Virginia Small Business Development Center, Fluvanna County Economic Development Authority, Fluvanna County Planning Commission, and the Virginia Department of Housing and Community Development, educational institutions, and business leaders, among others.
- Participates in state and regional economic development and tourism meetings/conferences, and attends selected workshops and seminars to maintain proficiency in areas of responsibility.
- Attends and participates in meetings as required by specific Boards and Commissions.
- Serves as liaison to Economic Development Authority and Chamber of Commerce.
- Along with the Director of Parks & Recreation, supports and guides the County's Economic Development and Tourism Advisory Council (EDTAC).
- Manage staff or interns, and over see their professional development to add value to the Economic Development Department.
- Performs work in a confidential nature.
- Performs related tasks as required, and other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Modern principles and practices of business and economic development, and tourism.
- Laws, ordinances and structural considerations relating to County government.
- Understanding of business and industry location strategies, and facility, logistics, financial, labor, and business service needs.
- Effective economic development programs and proven ability to plan, develop and implement strategic business plans.

Skills in:

- Strong skills in communication and building professional relationships..
- Writing clear and concise directives, reports, memoranda and letters.
- Preparing and delivering presentations to elected officials, senior executives, and at public meetings.
- Operation and use of common office equipment including personal computers and copiers.
- Preparation of comprehensive reports, correspondence, and plans involving detail, statistical and other data, or instructions.

Ability to:

- Manage projects independently.
- Utilize cost-benefit analyses in decisions.
- Prepare clear and comprehensive financial and administrative reports.
- Communicate ideas clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with County and State officials, associates and the general public.
- Analyze complex problems and develop goal-oriented solutions.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- Four-year degree specializing in economic development, community planning, business administration/public administration, marketing, or other closely related field from an accredited college. Master's Degree is preferred.
- Minimum of ~~three~~five (35) years of experience related to economic development, community business development, or marketing.
- Certified Economic Developer (CEeD) credentials preferred.
- Any equivalent combination of experience and education that will allow the applicant to satisfactorily perform the duties of the job may be considered when filling the position.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Office environment exposure to computer screens; sitting for prolonged periods of time.
- Must have ability to occasionally lift, push/pull, and hold/carry 30 pounds.
- Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain.
- Must be available to work some weekends and evenings for presentations, training, and meetings.
- Must possess an appropriate driver's license valid in the Commonwealth of Virginia.
- Local travel is required for meetings and presentations.

POST OFFER REQUIREMENTS

- Background Check
- Valid driver's license.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
<u>August 12, 2021</u>	Jan 3, 2019 <u>August 12, 2021</u>	Jan 3, 2019 <u>August 12, 2021</u>	Jan 23, 2019



Fluvanna County, Virginia
Department of Administration
Job Description

DIRECTOR OF ECONOMIC DEVELOPMENT

Job Class #:	XXXX
Pay Grade:	24
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	County Administrator

SUMMARY

Under the general supervision of the County Administrator, serves as the County's primary liaison for business recruitment, development, and expansion. This role is focused on increasing the County's business base, employment opportunities, and future revenues. The incumbent performs professional and responsible administrative work developing and administering County economic development activities, and other related work as required.

ESSENTIAL FUNCTIONS

The essential function of the position is to develop, implement, and manage an aggressive and comprehensive economic development program in order to diversify and grow the County's business base, job market, and tax base. The position requires a focus on strategic marketing, and ability to build strong relationships with both existing businesses, and potential new business prospects, with a strong emphasis on developing new commerce.

- Plans, organizes, and manages the operations of the Economic Development Department, including annual budget recommendation.
- Serves as primary County contact for persons inquiring or requesting business development or tourism assistance and information.
- Promotes, communicates and reinforces the Board of Supervisor's goals and objectives to create growth and enhance the community.
- Develops, recommends, and implements effective strategies, plans, and programs for economic growth within the County.
- Administers, supervises and monitors community and economic development activities, property inventories and projects.
- Conducts tax and public benefits analyses for economic developments.
- Analyzes both short-term and long-term opportunities and constraints facing the local economy.
- Identifies and promotes resources and opportunities for growth including the attraction of new commercial and industrial investment and infrastructure.
- Prepares and maintains information on utilities, taxes, zoning, transportation, community services, demographics, and other data sheets and topics related to marketing the community for economic development.
- Lead retention strategies and tactics focused on encouraging a healthy and stable business environment for the existing business base.

- Coordinate and develop initiatives and collaborate with existing local and regional programs to advance a career training strategy.
- Manages the content of the Economic Development pages on the Fluvanna County website.
- Assist with the creation and execution of marketing and public relation activities (website, print, social media, and others).
- Coordinates business events, meetings, training, and business appreciation events.
- Delivers presentations to County officials, prospective business owners, and the general public
- Conducts site visits for prospective investor clients.
- Cooperates and coordinates with other local, regional and state economic development partners including the Virginia Economic Development Partnership, Central Virginia Partnership for Economic Development, Central Virginia Small Business Development Center, Fluvanna County Economic Development Authority, Fluvanna County Planning Commission, Virginia Department of Housing and Community Development, educational institutions, and business leaders, among others.
- Participates in state and regional economic development and tourism meetings/conferences, and attends selected workshops and seminars to maintain proficiency in areas of responsibility.
- Attends and participates in meetings as required by specific Boards and Commissions.
- Serves as liaison to Economic Development Authority and Chamber of Commerce.
- Along with the Director of Parks & Recreation, supports and guides the County's Economic Development and Tourism Advisory Council (EDTAC).
- Manage staff or interns, and over see their professional development to add value to the Economic Development Department.
- Performs work in a confidential nature.
- Performs related tasks as required, and other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Modern principles and practices of business and economic development, and tourism.
- Laws, ordinances and structural considerations relating to County government.
- Understanding of business and industry location strategies, and facility, logistics, financial, labor, and business service needs.
- Effective economic development programs and proven ability to plan, develop and implement strategic business plans.

Skills in:

- Strong skills in communication and building professional relationships..
- Writing clear and concise directives, reports, memoranda and letters.
- Preparing and delivering presentations to elected officials, senior executives, and at public meetings.
- Operation and use of common office equipment including personal computers and copiers.
- Preparation of comprehensive reports, correspondence, and plans involving detail, statistical and other data, or instructions.

Ability to:

- Manage projects independently.
- Utilize cost-benefit analyses in decisions.
- Prepare clear and comprehensive financial and administrative reports.
- Communicate ideas clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with County and State officials, associates and the general public.
- Analyze complex problems and develop goal-oriented solutions.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING			
<ul style="list-style-type: none"> • Four-year degree specializing in economic development, community planning, business administration/public administration, marketing, or other closely related field from an accredited college. Master's Degree is preferred. • Minimum of three (3) years of experience related to economic development, community business development, or marketing. • Certified Economic Developer (CEeD) credentials preferred. • Any equivalent combination of experience and education that will allow the applicant to satisfactorily perform the duties of the job may be considered when filling the position. 			
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<ul style="list-style-type: none"> • Office environment exposure to computer screens; sitting for prolonged periods of time. • Must have ability to occasionally lift, push/pull, and hold/carry 30 pounds. • Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain. • Must be available to work some weekends and evenings for presentations, training, and meetings. • Must possess an appropriate driver's license valid in the Commonwealth of Virginia. • Local travel is required for meetings and presentations. 			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> • Background Check • Valid driver's license. 			
Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
August 12, 2021	August 12, 2021	August 12, 2021	



Fluvanna County, Virginia
Department of Finance
Job Description

FINANCIAL SERVICES TECHNICIAN

Job Class #:	1321XXXX
Pay Grade:	11
Category:	Full-time (with benefits) Part-time, permanent (leave eligible)
FLSA Status:	Non-Exempt
Reports To:	Director of Finance

SUMMARY

Performs technical work involving reviewing, preparing, processing, and reconciling accounts payable, billing, accounts receivable, and related records; does related work as required, as well as cross-train for other financial functions. Work is performed under regular supervision.

ESSENTIAL FUNCTIONS

Processing billing and accounts payable; posting and reconciling accounts, including general ledger and journal entries; preparing financial records and files.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Verifies coding and approval on invoices; inputs invoices in the system from generated purchase orders.
- Verifies accounts payable invoice entry for accuracy; posts accounts payable to general ledger and verifies the accuracy of posted batches; balances batches with program totals.
- Loads and prints account payable checks; runs register and various reports; prepares checks for mailing; files, checks, documents, and reports; prepares accounts payable schedule.
- Troubleshoots problems with the financial software system.
- Prepares, processes and maintains a variety of financial reports; assists with the preparation of budget documents.
- Answers telephone; greets visitors; responds to complaints and inquiries.
- Receives and processes incoming and outgoing mail.
- Processes accounts receivable; reviews and reconciles various revenue and expenditure accounts.
- Reviews aging of customer accounts and reconcile to the general ledger; prints statements and related reports.
- Assists outside auditors by preparing work papers and financial reports as required.
- Assists in developing accounts payable procedures and associated internal controls.
- Processes and reconciles 1099's.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

General knowledge of accounts payable, billing, and bookkeeping terminology and methods; general knowledge of routine accounting principles and practices as related to the accounts payable process; thorough knowledge of standard office procedures, practices, and equipment; ability to maintain complex financial records and to prepare financial reports accurately; ability to understand and follow complex oral and written instructions; ability to establish and maintain effective working relationships with associates, vendors, and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Combination of education and experience equivalent to an associate's degree with major course work in business, accounting, or related field and a minimum of one (1) year of experience involving the maintenance of financial records or bookkeeping.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas utilizing the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

POST OFFER REQUIREMENTS

Background check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
<u>August 12, 2021</u>	<u>August 12, 2021</u>	<u>August 12, 2021</u>	<u>June 2, 2014</u>



Fluvanna County, Virginia
Department of Finance
Job Description

FINANCIAL SERVICES TECHNICIAN

Job Class #:	XXXX
Pay Grade:	11
Category:	Part-time, permanent (leave eligible)
FLSA Status:	Non-Exempt
Reports To:	Director of Finance

SUMMARY

Performs technical work involving reviewing, preparing, processing, and reconciling accounts payable, billing, accounts receivable, and related records; does related work as required, as well as cross-train for other financial functions. Work is performed under regular supervision.

ESSENTIAL FUNCTIONS

Processing billing and accounts payable; posting and reconciling accounts, including general ledger and journal entries; preparing financial records and files.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Verifies coding and approval on invoices; inputs invoices in the system from generated purchase orders.
- Verifies accounts payable invoice entry for accuracy; posts accounts payable to general ledger and verifies the accuracy of posted batches; balances batches with program totals.
- Loads and prints account payable checks; runs register and various reports; prepares checks for mailing; files, checks, documents, and reports; prepares accounts payable schedule.
- Troubleshoots problems with the financial software system.
- Prepares, processes and maintains a variety of financial reports; assists with the preparation of budget documents.
- Answers telephone; greets visitors; responds to complaints and inquiries.
- Receives and processes incoming and outgoing mail.
- Processes accounts receivable; reviews and reconciles various revenue and expenditure accounts.
- Reviews aging of customer accounts and reconcile to the general ledger; prints statements and related reports.
- Assists outside auditors by preparing work papers and financial reports as required.
- Assists in developing accounts payable procedures and associated internal controls.
- Processes and reconciles 1099's.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

General knowledge of accounts payable, billing, and bookkeeping terminology and methods; general knowledge of routine accounting principles and practices as related to the accounts payable process; thorough knowledge of standard office procedures, practices, and equipment; ability to maintain complex financial records and to prepare financial reports accurately; ability to understand and follow complex oral and written instructions; ability to establish and maintain effective working relationships with associates, vendors, and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Combination of education and experience equivalent to an associate's degree with major course work in business, accounting, or related field and a minimum of one (1) year of experience involving the maintenance of financial records or bookkeeping.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas utilizing the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

POST OFFER REQUIREMENTS

Background check

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
August 12, 2021	August 12, 2021	August 12, 2021	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Priority Dispatch System Contract				
MOTION(s):	I move the Board of Supervisors to approve the Contract between Fluvanna County and Medical Priority Consultants, Inc to Priority Dispatch System totaling \$88,905. plus 5 years of licenses and maintenance at \$7,500.00 per year, 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):		
		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:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> In accordance with Virginia code section 56-484.16:1 all PSAP's (Public Safety Answering Point) must on or before January 1, 2022, provide training in T CPR (telecommunicator CPR) to each dispatcher in its employment and shall provide its dispatchers with equipment necessary for the provision of T CPR. Also in accordance with Virginia code section 56-484.16:1 By January 1, 2024, each operator of a PSAP shall implement a requirement that each of its dispatchers shall by July 1, 2024, have completed an Emergency Medical Dispatch education program that complies with minimum standards established by the Office of Emergency Medical Services. We have spoken to Fluvanna's OMD who gave several recommendations one of which was Priority Dispatch. Priority Dispatch will put Fluvanna in compliance with both T CPR and EMD mandates. This service provides essential information to callers/patient and determines patients that require rapid care and provides appropriate and timely prehospital instructions. This project is budgeted in the FY22 budget for \$92,755.00 				
FISCAL IMPACT:	Budgeted				
POLICY IMPACT:	compliance with both T CPR and EMD mandates				
LEGISLATIVE HISTORY:	Virginia code section 56-484.16:1 Virginia code section 56-484.16:1				

ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

This **Priority Dispatch System Contract** (the "Contract") dated the ____ day of _____, 2021 is between **Medical Priority Consultants, Inc.**, doing business as Priority Dispatch, ("Contractor"), a Utah corporation authorized to transact business in Virginia; and **Fluvanna County** and the **Fluvanna County Sheriff's Office** (together the "County"), a political subdivision of the Commonwealth of Virginia, sets forth the terms and conditions for Contractor's provision of those Products and Services as set forth in this Contract to County.

Whereas, Montgomery County's New River Valley Emergency Communications Regional Authority entered into that Contractor Number 17-30 with Contractor dated July 5, 2017 (together with the "Contract Documents" attached thereto as exhibits the "**Cooperative Agreement**") which Cooperative Agreement is attached hereto as **Exhibit 1** and incorporated herein as a material part of this Contract;

Whereas, the Contractor certifies that (i) such Cooperative Agreement was subject to automatic annual renewals and the Contractor certifies such Cooperative Agreement has been so renewed through July 9, 2022; and (ii) the Cooperative Agreement, as attached hereto as **Exhibit 1**, is in full force and effect and has not been modified by the parties thereto;

Whereas, Montgomery County, Virginia, issued a Request for Proposal # 17-30 (the "**RFP**") for Emergency Dispatch Program for New River Valley Emergency Communications Regional Authority dated February 1, 2017, together with all written modifications thereof (being "Exhibit C" to the Cooperative Agreement) which Contractor certifies was a cooperative agreement pursuant to Virginia Code Section 2.2-4304;

Whereas, Contractor submitted the Contractor's Proposal dated March 1, 2017 (the "**Proposal**") (being "Exhibit D" to the Cooperative Agreement);

Whereas, the RFP was supplemented by that Letter dated April 6, 2017 issued by Montgomery County, Virginia and Contractor's response dated April 28, 2017 (the "**Letter Agreements**") (being "Exhibit E" to the Cooperative Agreement);

Whereas, the "Client License and Service Agreement for Priority Dispatch Systems" is attached to the Cooperative Agreement as "Exhibit F";

Whereas, the Cooperative Agreement shall be defined herein to mean and to include the Cooperative Agreement and all exhibits and documents incorporated by reference into the same;

Whereas, the County is a political subdivision of the Commonwealth of Virginia and may cooperatively procure products and services from the Cooperative Agreement pursuant to Virginia Code Section 2.2-4304;

Whereas, the County wishes to buy certain equipment from the Cooperative Agreement including the equipment and services listed in the following quote: (i) Quote Number Q-57022 dated July 30, 2021 (the "**Quote**") prepared for Fluvanna County; except as otherwise set forth herein. The Quote is attached hereto as **Exhibit 2** and incorporated herein as a material part of this Contract except as specifically modified hereby. The following qualifications and modifications apply to the Quote:

1. Those items described as:

- a. "Remote AQUA Software Training – FP, Per person cost for eight hours of AQUA software, training completed in a virtual, instructor-led environment", Quantity 2, total cost \$398.00;
- b. "Remote ProQA & AQUA Reports Training, Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment", Quantity 4, total cost \$596.00; and
- c. "Remote System Administration Training, Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment", Quantity 2, total cost \$398.00;

(a, b, and c above are together referred to herein as the "Small Procurement Items") are not products offered under the Cooperative Agreement, but the Small Procurement Items are being purchased by the County under this Contract as a modification and small procurement;

2. Those items described as:

- a. "Annual Maintenance Year 2", cost \$7,500.00;
- b. "Annual Maintenance Year 3", cost \$7,500.00;
- c. "Annual Maintenance Year 4", cost \$7,975.00; and
- d. "Annual Maintenance Year 5", cost \$7,975.00;

are collectively referred to herein as "**Additional Maintenance Services**". Notwithstanding the foregoing, the County is purchasing only one (1) year of maintenance related services for the "System" (as defined below) as set forth in the Quote, subject to four (4) annual renewals for the Additional Maintenance Services which renewal shall be automatic. The County may notify the Contractor at any time prior to each annual renewal of its intent not to renew;

3. The maintenance services for year one and the Additional Maintenance Services (together referred to herein as the "**Maintenance Services**") are not services specifically offered under the Cooperative Procurement. However, the products and services being purchased under the Cooperative Agreement and the Small Procurement Items can be maintained, serviced and repaired only with proprietary parts, software, and/or services offered only by the Contractor as specifically set forth in that letter dated April 9, 2020 (the "**Sole Source Letter**") from the Contractor attached hereto as **Exhibit 3** and incorporated herein as a material part of this Contract. For those reasons set forth in that Sole Source Letter and consistent with Virginia Code 2.2-4303(E), the County has determined that there is only one source practicably available for those Maintenance Services, and therefore a contract may be negotiated and awarded to the Contractor without competitive sealed bidding or competitive negotiation. The County has relied on the recitations and certification made by the Contractor in the Sole Source Letter in purchasing the Maintenance Services from the Contractor; and
4. All of the services, equipment, products, supplies, labor, warranties and other items described in the Quote subject to the modifications and qualifications set forth *supra* in 1-3 above and as otherwise specifically set forth in this Contract are

collectively referred to as the “**Desired Products and Services**”. The equipment, items, tangible property, hardware, software, products and similar materials being a part of the Desired Products and Services are referred to as the “**System**”;

Whereas, the Contractor agrees that the pricing on the Quote is in all respects consistent with or lower than the pricing offered under the Cooperative Agreement except the parties agree that (i) the Small Procurement Items are not offered under the Cooperative Agreement and are being purchased as a small procurement and modification; and (ii) the Maintenance Services are not offered under the Cooperative Agreement and are being purchased by the County as a sole source procurement as described supra;

Whereas, the County wishes to purchase those Desired Products and Services and implement the System; and

Whereas, the Contractor wishes to provide the Desired Products and Services and certain related training, manuals, installation, equipment, warranties, work, and other related services necessary to implement the System (collectively referred as the “Products and Services”) to County;

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES.** The foregoing recitations and definitions are incorporated herein by reference as material terms of the Contract between the County and Contractor. The Products and Services are purchased as a combination cooperative, sole source, and small procurement and the County has relied on statements of Contractor that the Contractor is the sole provider of the Maintenance Services for the System. Contractor agrees to provide all Products and Services in strict conformance to the Cooperative Agreement requirements and this Contract. **Contractor agrees to complete and attach the forms attached hereto which are a material part hereof.**
2. **PRODUCTS AND SERVICES.** Contractor will sell to County all those Products and Services and perform related labor, installation, warranties, maintenance, work, items and functions. The Contractor in providing the Products and Services must comply with the following requirements:
 - a. All Products and Services will be provided in strict conformance to this Contract, the Cooperative Agreement, all Applicable Law and the County’s General Terms, Conditions and Instructions to Bidders and Contractor’s (the “County’s General Terms”) attached hereto as **Exhibit 4** and incorporated herein as a material part hereof. “Applicable Law” as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to performance of the Contract.
 - b. In addition to other requirements under this Contract, the Products and Services must meet or exceed: (i) all specifications, requirements, and capabilities identified for the Products and Services in the Cooperative Agreement, including without limitation the RFP, the Proposal, and the other “Contract Documents” being exhibits to the Cooperative Agreement or incorporated therein by reference (ii) all specifications, features and guarantees for the Products and Services in this Contract and the Quote;

and (iii) requirements of Applicable law, safety standards, and applicable industry standards. The Contractor agrees that the COVID-19 pandemic nor any state of emergency related thereto shall be a force majeure event under this Contract.

- c. The Contractor understands the Products and Services are supplementing and/or replacing equipment which is integral to the County's Fire and Safety program, and agrees to install the Products and Services in such a way as to provide a seamless integration of the Products and Services with any existing equipment, if applicable, and to work with the County to coordinate installation, training and related services. The Contractor understands and acknowledges that the County must have functional equipment at all times, that there can be no down-times, and shall insure that all Products and Services are working, fully functionally and training has taken place. The Contractor agrees to take all steps necessary to integrate the Products and Services with the existing equipment as applicable and other equipment of the County. The Contractor will schedule the installation and related activities of the Products and Services at a time convenient for the County in advance. The Contractor understands and acknowledges that the Products and Services are integral to the operation and success of the County's Fire & Safety System.
- d. Any applicable manufacturer's warranties or other warranties shall be assigned and delivered to the County upon delivery of the Products and Services. This shall be in addition to all other warranties of any kind required under this Contract or any exhibit hereto.

- 3. LOCATION FOR SERVICES:** Delivery of Products shall be to the following address: Fluvanna County Sheriff's Office, 160 Commons Boulevard, Palmyra, VA 22963. Training shall occur at locations designated by the County after delivery of the products and equipment being a part of the Products and Services. The Contractor must coordinate with the County on convenient training, maintenance, service and delivery times.

4. CONTACT INFORMATION:

Fluvanna County:

Fluvanna County, Attn: Ms. Cyndi Toler, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1937 (billing and service and product inquiries)

Fluvanna County, Attn: Mr. Eric Dahl, County Administrator, 132 Main Street Palmyra, VA 22963, telephone: (434) 591-1910 (contract inquiries)

With a Copy to: Fluvanna County Attorney, 414 E. Jefferson Street, Charlottesville, VA 22902 (contract inquiries)

Fluvanna County Sheriff's Office:

Fluvanna County Sheriff, Attn: Eric Hess, 160 Commons Blvd, Palmyra, VA 22963

Contractor:

Medical Priority Consultants, 110 Regent Street, Suite 500, Salt Lake City, UT 84111 (all inquiries)

Any notices under this Contract shall be sent to all four County contacts above. Any required or permitted notices hereunder must be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier.

5. **PERFORMANCE:** The System and all Products and Services relating thereto shall be installed, provided, and delivered in strict conformance to this Contract to the County's satisfaction on or before December 31, 2021; time being of the essence. Any warranties on the Products and Services and any Maintenance Services shall begin on the "Acceptance Date", as defined in Section 6 below. The parties shall acknowledge the Acceptance Date in writing. All applicable warranties, promises and covenants relating to the Products and Services provided for hereunder and any manufacturer's warranties benefiting the County shall continue according to the terms thereof and shall survive any earlier termination of this Contract. The Maintenance Services shall begin on the Acceptance Date and continue for one full calendar year, thereafter the Maintenance Services shall renew automatically for four (4) additional one (1) year terms unless and until the County elects not to renew by sending its notice of intent not to renew to the Contractor at any time prior to the start of a renewal year.
6. **COMPENSATION:** Consistent with the Quote, the Contractor shall be paid the following flat fees:
 - a. For all of the Products and Services EXCEPT the Additional Maintenance Services: a flat fee of EIGHTY-EIGHT THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS (\$88,905.00);
 - b. Only if renewed, Additional Maintenance Services for year 2: an annual fee of SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$7,500.00) total covering all products and equipment being a part of the System;
 - c. Only if renewed, Additional Maintenance Services for year 3: an annual fee of SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$7,500.00) total covering all products and equipment being a part of the System;
 - d. Only if renewed, Additional Maintenance Services for year 4: an annual fee of SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$7,975.00) total covering all products and equipment being a part of the System; and
 - e. Only if renewed, Additional Maintenance Services for year 2: an annual fee of SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$7,975.00) total covering all products and equipment being a part of the System.

Payment and Invoice terms are governed by the County's General Terms, but in no event will the Contractor be paid before the Acceptance Date (as defined below). Notwithstanding the foregoing, annual fees for the Maintenance Services shall be paid

annually in advance upon proper invoice to the County for that annual one (1) year of Maintenance Services only. Maintenance Services, or partial Maintenance Services, for any partial year shall be prorated and the County shall only pay for the portion of such Maintenance Services actually received up to termination of the Contract by its terms or any earlier termination permitted under this Contract. In the event the County has prepaid for such Maintenance Services, the Contractor shall have thirty (30) days from the date of termination of this Contract to issue a credit to the County for the appropriate prorated fees. Additionally, if there is a period where some or all of the Maintenance Services are not performed, or not fully performed, hereunder, then the County shall not pay fees for any period where such Maintenance Services, or portion thereof, were not performed; and in such event the Contractor shall issue a credit to the County for the reasonable prorated portion of the fees for such period. Any additional Products or Services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County. The date that all equipment and products being a part of the System and related Products and Services are installed, operational and in compliance with this Contract and proper training and instruction has been provided to the County so that the County may make use of the products and equipment to their full potential to the sole satisfaction of the County is the “**Acceptance Date**”.

7. **EXHIBITS AND RESOLVING CONFLICTS.** The rights and duties of the County and Contractor under this Contract are set out herein and in Exhibit 1 through 4 (the “Exhibits”) attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions each shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, the Cooperative Agreement, the Quote, and the Sole Source Letter. In other words, (i) the Contract shall control over the exhibits in the event of a direct conflict; (ii) the County’s General Terms shall control over the Cooperative Agreement, the Quote, and the Sole Source Letter; and (iii) so forth.
8. **MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic.

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

**Medical Priority Consultants, Inc.,
doing business as Priority Dispatch**

Fluvanna County

By: _____(SEAL)

By: _____(SEAL)

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fluvanna County Sheriff's Office

By: _____(SEAL)

Printed: _____

Title: _____

Date: _____

Approved as to Form: _____
Fluvanna County Attorney

**New River Valley Emergency Communications Regional Authority
STANDARD CONTRACT**

Contract Number: 17-30

This Contract entered into this 5th day of July, 2017, by Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp., hereinafter called the "Contractor" and the New River Valley Emergency Communications Regional Authority, called the "NRVECRA."

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

SCOPE OF SERVICES: The Contractor shall provide the services to the NRVECRA as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is July 10, 2017 through July 9, 2018. Maintenance will begin after installation and acceptance and renew one-year post go-live. Following conclusion of the initial contract period, this Contract shall automatically renew for four (4) additional one (1) year terms.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid \$157,406.00 ("Total Contract Price") as set forth in Contractor's Quote, attached hereto as Exhibit A.

The Total Contract Price shall be invoiced and paid in four (4) equal installments of Thirty-Nine Thousand Three Hundred Fifty-One and 50/100 Dollars (\$39,351.50) upon completion of the following milestones: 1) Contract execution; 2) training; 3) software installation/configuration; and implementation with final acceptance. All invoices must be accompanied by adequate supporting documentation showing the work completed and are subject to approval by NRVECRA.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract and:

- Contractor's Quote dated June 22, 2017 ("Exhibit A");
- Terms and Conditions ("Exhibit B")
- Request For Proposal Number 17-30, dated February 1, 2017, together with all written modifications thereof ("Exhibit C");
- Contractor's Proposal dated March 1, 2017 ("Exhibit D");
- County letter dated April 6, 2017 and Contractor's response dated April 28, 2017 ("Exhibit E");
- Contractor's "Client License and Service Agreement for Priority Dispatch Systems" ("Exhibit F");

all of which are incorporated by reference herein.

If there is a conflict between this Contract, the Terms and Conditions set forth in Exhibit B, and any other Contract Document, this Contract and the Terms and Conditions shall prevail.

EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA: Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to NRVECRA establishing that the Contractor is 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 (1950), as amended, or as otherwise required by law. 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 under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The NRVECRA may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

PRIORITY DISPATCH CORP.:

**NEW RIVER VALLEY EMERGENCY
COMMUNICATIONS REGIONAL
AUTHORITY:**

By: 
Brent E. Hawkins

By: 
Sherwood G. Wilson, Ph.D.

Title: Vice President & General Counsel

Title: NRVECRA Board Chair

Seen and approved as to form and legal sufficiency:


Theresa J. Fontana, NRVECRA Attorney



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Todd Johnson

Phone: (800) 363-9127 Ext.

Email: todd.johnson@prioritydispatch.net

Agency:

New River Valley Emergency
Communications Regional Authority

Agency ID#:

22015

Quote #:

Q-05902

Date:

6/22/2017

Offer Valid Through:

6/1/2017

Payment Terms

Net 30

Currency:

USD

Bill To:

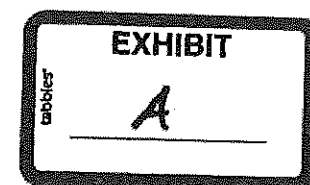
New River Valley Emergency Communications Regional Authority
1 E Main Street
Suite 400
Christiansburg, Virginia 24073
United States

Ship To:

New River Valley Emergency Communications Regional Authority
1 E Main Street
Suite 400
Christiansburg, Virginia 24073
United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Medical Software Licenses Automated calltaking software	12	3,750.00	42,750.00
2	ProQA Medical Training Software Licenses Training, non-live calltaking software	4	1,875.00	5,343.00
3	XLerator Client Server Suite Client server software application suite	1	4,500.00	4,275.00
4	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	2	1,500.00	2,850.00
5	MPDS Backup Cardset License Licensed manual protocol set for backup	12	495.00	5,643.00
6	MPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	3	45.00	0.00
7	MPDS Mobile App Field Responder Guide Smartphone-based field reference guide for responders	120	10.00	0.00
8	CDE Advancement Series for EMD CDE lessons available in the online College of Emergency Dispatch.	1	150.00	0.00
9	SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	100.00	0.00
10	SEND CD for MPDS S.E.N.D. training CD	1	50.00	0.00
11	Understanding ECHO Determinant Practice CD ECHO training CD	1	65.00	0.00
12	Protocol Training and Certification for EMD (Host) Materials, tuition and certification	40	340.00	12,920.00
13	ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	1	1,500.00	1,425.00
14	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	1	1,500.00	1,425.00

"To lead the creation of meaningful change in public safety and health."





QUOTE

Line	Product Name	Qty	Unit Price	Amount
15	AQUA Software Training 8-hour course	1	1,500.00	1,425.00
16	ProQA & AQUA Reports Training (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions	1	1,500.00	1,425.00
17	Implementation Support Package for EMD Implementation support and quality management program development	1	30,000.00	20,000.00
18	National Q Service - 90/90 (EMD) Expert case review, mentoring and reporting for first 90 days after system Go Live. Next 90 days will include QA system oversight and support for your Quality Improvement Unit. Renewable option available.	1	9,100.00	8,645.00
19	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	2,250.00	0.00
20	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support including: updates, telephone IT support and upgrades for all annual renewing products including EMD ProQA, AQUA, Cardsets, CDE Advancement Series, QA Guides, Mobile Field Responder Guides, SEND Cards, SEND CD, ProQA and AQUA Software Computer Based Training Disks, Protocol 36 Pandemic Flu (CBT's) and 2 Onsite Tech, Consulting, ProQA Refresher Training, or Continuing Education Training Days per year. Expires Annual Renewal Date	1	13,680.00	13,680.00
21	Shipping & Handling	1	0.00	0.00
EMD Implementation TOTAL:				USD 121,806.00

Line	Product Name	Qty	Unit Price	Amount
22	Year 2 Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	8,900.00	8,900.00
23	Year 3 Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	8,900.00	8,900.00
24	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	8,900.00	8,900.00
25	year 5 Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	8,900.00	8,900.00
Annual Maintenance Years 2-5 TOTAL:				USD 35,600.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Discount	USD 20,464.00
Subtotal	USD 157,406.00
Estimated Tax	
Total	USD 157,406.00

Customer Signature:

Date:

Customer Name:

Purchase Order ID:

Credit Card #:

Expiration Date:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer.

"To lead the creation of meaningful change in public safety and health."

EXHIBIT B
TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf. All references to "Montgomery County" or "County" shall be replaced with "New River Valley Emergency Communications Regional Authority" or "NRVECRA" with the exception of paragraphs 6, 13, 16, and 17.

Article 15. Indemnification: Add the following language to the end of the indemnification clause:

For the sake of clarification, it is understood that Contractor does not guarantee, nor indemnify, nor shall contractor hold any party harmless to any use or reliance upon the dispatch protocols or licensed products provided Contractor under this Agreement.

Notwithstanding the foregoing or any other provision in the Contract, Contractor shall defend, hold harmless, and indemnify NRVECRA from and against any liability and expenses (including reasonable attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries, or third party claims of demands to recover arising out of or in connection with a claim that the Product and the Licensed Software, when used within the scope of this Contract, infringes, violates, or misappropriates a valid third-party patent, copyright, or other proprietary right.

SPECIAL TERMS AND CONDITIONS

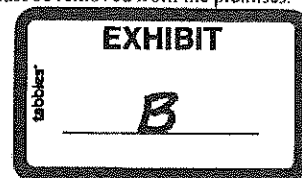
1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County and/or NRVECRA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NRVECRA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** NRVECRA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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 cancellation.
5. **DECOMMISSION:** Decommissioning of Contractor's products, be it the MPDS, the FPDS and/or the PPDS, can take up to 60-days. Therefore, Contractor requires a 90-day notice before the NRVECRA begins using an alternative dispatch product to arrange for the decommission of Contractor's products. The decommission process includes, but is not limited to, an on-site visit, the collection of all Contractor owned intellectual property and exportation of all applicable data for historical records. After the decommission process, any PDC products intellectual property, or materials found shall be immediately forwarded to PDC.
6. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for NRVECRA use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
7. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
8. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

9. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County or NRVECRA, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind NRVECRA, or to otherwise act on behalf of NRVECRA, except as NRVECRA may expressly authorize in writing.
10. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered NRVECRA.
11. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.



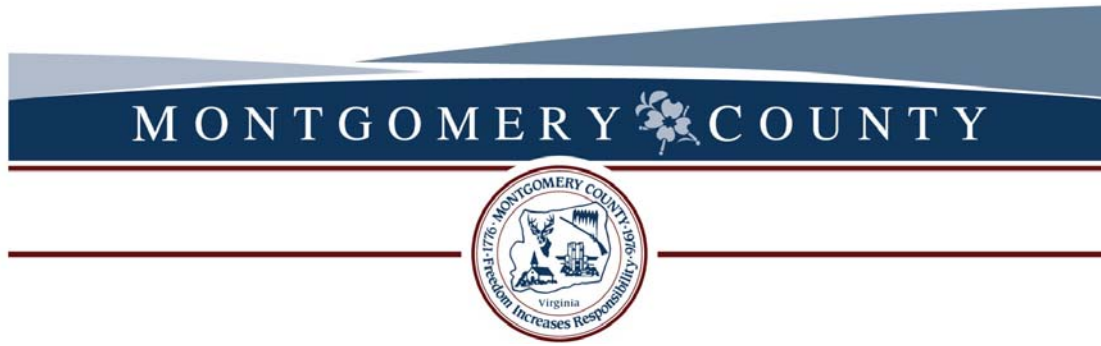
12. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, NRVECRA reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. NRVECRA, its board members and employees, shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless NRVECRA, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless NRVECRA, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract, under the condition that such liability shall only apply to services performed solely at NRVECRA's physical locale.

- 13. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- 14. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- 15. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 16. **SEVERAL LIABILITY:** Montgomery County/NRVECRA will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- 17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of NRVECRA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish NRVECRA the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 18. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to NRVECRA by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- 19. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
- 20. **ADDITIONAL CONTRACT TERMS:** Use of PDS's products and services is governed by its Client License Agreement, which is incorporated herein by reference and can be found at <https://prioritydispatch.net/license-agreement/>. If there is a conflict between these Terms and Conditions and the Client License Agreement, these Terms and Conditions shall prevail.



Request for Proposal (RFP)# 17-30
for
Emergency Medical Dispatch Program
for

New River Valley Emergency Communications
Regional Authority

Issue Date: February 1, 2017

Proposal Due Date and Hour: March 6, 2017 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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Request For Proposal Number 17-30

Emergency Medical Dispatch Program
for New River Valley Emergency Communications Regional Authority

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ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

COUNTY OF MONTGOMERY, VIRGINIA

RFP # 17-30

ISSUE DATE: FEBRUARY 1, 2017

Emergency Medical Dispatch Program

For New River Valley Emergency Communications Regional Authority

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **March 6, 2017**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY
RFP# 17-30
 Emergency Medical Dispatch Program
 For New River Valley Emergency Communications Regional Authority

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for an Emergency Medical Dispatch Program for the New River Valley Emergency Communications Regional Authority herein after referred to as “Authority.” The Authority is a consolidated 911 center with participating members consisting of the County of Montgomery, the Towns of Blacksburg and Christiansburg and Virginia Polytechnic Institute and State University (Virginia Tech). The consolidated emergency communications center is located in Christiansburg, Virginia in the Montgomery County Public Safety Building.

It is the goal of the Authority to improve the quality of service and response through the implementation of a standardized emergency medical dispatch program that meets and adheres to state and national standards.

II BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2015 population of 98,121. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661)

Montgomery County serves as the fiscal agent for the Authority which was formerly established through a Memorandum of Understanding between the participating political subdivisions after approved legislation created the Authority in the Virginia General Assembly in 2010. The Authority is governed by an appointed five member Board of Directors. The Authority is responsible for the emergency dispatching of police, fire, and emergency medical services to four law enforcement agencies, five volunteer fire agencies, and six volunteer EMS agencies.

The emergency communications center is equipped with twelve workstations capable of answering, processing and dispatching calls for service through the following systems: VESTA 911 call handling equipment, Tyler Technologies (formerly New World Systems) computer-aided dispatch (CAD) system, and Telex IP radio consoles.

III STATEMENT OF NEED:

A. The Authority needs the services of a Contractor that can provide an Emergency Medical Dispatch Program and the system shall provide:

1. Scripted Case Entry questions for gathering vital information, such as address, phone number, chief complaint, age, sex, patient condition, etc.
2. Scripted Key Questions for each chief complaint. Key questions shall be specific to patient’s chief complaint.
3. Scripted Pre-Arrival Instructions to provide proper actions.
4. Incorporate call prioritization with the ability to recommend appropriate unit response based on nature of incident.

5. Include complete CAD integrated emergency dispatch system software that interacts with the dispatcher to display each question, with answer choices in the interrogation sequence, prompt the dispatcher for a response, assign the patient condition, recommend a response assignment and sequentially display pre-arrival instructions.
6. Currently, the Authority utilizes the CAD system developed and supported by Tyler Technologies (formerly New World Systems). All vendors must define how their proposal integrates specifically to our current Enterprise CAD 11.4 release.
7. The EMD System shall include an automated quality assurance and quality improvement (QA/QI) Case Review Software. The system must be capable of providing reports that reflect any period of time or data field requested such as incident type, week, and month or year-to-date statistics.
8. Contractor shall specify if their EMD solution interfaces with the Eventide Nexlog recording system, or any recording solution, and what the interface includes.
9. EMD Guide Cards or card sets with pre-arrival instructions shall be viewable and provided at each operator workstation as a back up to computer software.
10. Contractor shall provide detailed information regarding the allowance of customization and/or modification to the pre-arrival instructions, as well as the scripted case entry questions if desired by the Authority or local Medical Director. Proposal must explain the process for customization.
11. The Authority prefers the proposed EMD solution allow “in house” certified instructors for training and recertifying personnel. The Contractor must identify how instructor certification is obtained in house along with other methods.
12. The system shall include an EMD continuing education program.
13. Contractor must provide 24 hour/7 day technical support services for EMD related software.
14. Contractor must identify hardware and specifications necessary to manage and run the solution software.
15. Contractor must provide a sample project plan with implementation phases/milestones which also include approximate timelines from formal selection to go-live with EMD Program.
16. Contractor shall indicate any additional software solutions the system offers for emergency fire dispatch and/or emergency police dispatch protocol for future consideration.

B. All proposals shall itemize (per workstation, license, personnel, etc.) the cost associated for each of the following items and describe items that are included:

1. All software costs for twelve (12) workstations.
2. Any additional license costs for twelve (12) workstations if not included with software costs.
3. Required hardware costs, if any, for twelve (12) workstations.
4. Guide cards or card sets utilized as back up for each workstation.
5. Installation, implementation and project management costs of software for twelve (12) workstations.
6. Training/Certification of Emergency Medical Dispatch solution for approximately forty (40) communications personnel. Contractor must provide the method(s) allowed such as classroom, online, etc.

7. Costs associated with certification and recertification of EMD Instructors. In house instructors are preferred due to costs and staffing considerations. Contractor must also provide the method(s) allowed such as classroom, online, etc.
8. State and/or National certification costs for approximately forty (40) communications personnel.
9. Recertification costs for approximately forty (40) communications personnel and the frequency of such re-certifications. Contractor must provide the method(s) allowed such as classroom, online, etc.
10. Maintenance and support contract options for the Emergency Medical Dispatch solution.
 - a. Specify items the maintenance contract covers (hardware, software, guide card sets, updates, etc.)
 - b. Provide sample maintenance contract with annual maintenance costs and any rate of increase per year if applicable.
11. Identify any other item(s) required for the proposed EMD Program to perform as intended and all associated costs broken down by workstation, license, personnel, etc.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
 Montgomery County Purchasing Department
 755 Roanoke Street, Suite 2C
 Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 17-30**

RFP Due date/Opening date and hour: **March 6, 2017, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the Authority.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. 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 number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. The proposal should contain a table of contents which

cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. 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 Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the Authority may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide four (4) recent references, similar to the Authority for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual the Authority and Montgomery County have your permission to contact.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with 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 Authority shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal 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 2.2-4359D, Code of Virginia.) Should the Authority 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. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the Authority using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Proposed Solution with Overall Functionality and Support	30
2. Training/Certification Requirements and Methods	30

3. Price and Fees	15
4. Qualifications and experience	15
5. References	10

VI RESERVATION OF RIGHTS: The Authority reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII CONTRACT ADMINISTRATION:
Donna Brown, Executive Director of the New River Valley Emergency Communications Regional Authority, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VIII PAYMENT PROCEDURES: The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:
New River Valley Emergency Communications Regional Authority
Attn: Donna Brown
1 E Main Street, Suite 400
Christiansburg, VA 24073

IX CONTRACT PERIOD: The term of this contract is for one year or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountymd.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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 cancellation.
5. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
6. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
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Montgomery County
Purchasing Department
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Christiansburg, VA 24073-3179

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8. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.

9. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.

10. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
12. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases

and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

13. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
14. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
16. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
17. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ____ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

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

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By:

Title: _____ Title:

COUNTY OF MONTGOMERY, VIRGINIA

RFP # 17-30

ISSUE DATE: FEBRUARY 1, 2017

Emergency Medical Dispatch Program
For New River Valley Emergency Communications Regional Authority
(TO BE COMPLETED AND RETURNED)

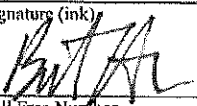
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until March 6, 2017, up to and including 3:00PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Medical Priority Consultants, Inc.		87-0447422	Pending
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Priority Dispatch Corp. 110 S. Regent Street, Suite 500 Salt Lake City, UT 84111		Priority Dispatch Corp. Attn: Accounting Dept. 110 S. Regent Street, Suite 500 Salt Lake City, UT 84111	Priority Dispatch Corp. Attn: Todd Johnson 110 S. Regent Street, Suite 500 Salt Lake City, UT 84111
Contact Name/Title		Signature (ink)	Date
Brent E. Hawkins Vice President & General Counsel			3/1/17
Telephone Number	Fax Number	Toll Free Number	E-mail Address
801-363-9127 x 164	801.363.9144	1-800-363-9127	Brent.Hawkins@prioritydispatch.net

EXHIBIT

D



MONTGOMERY COUNTY, VIRGINIA

New River Valley Emergency Communications Regional Authority

REQUEST FOR PROPOSAL

Due Date and Time:
Thursday, March 06, 2017
3:00 PM

RFP# 17-30

Emergency Medical
Dispatch Software System

Priority Dispatch Corp.
110 Regent Street, Suite 500
Salt Lake City, Utah 84111, USA





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EXECUTIVE SUMMARY

“To Lead the Creation of Meaningful Change in Public Safety and Health”

Priority Dispatch Corp (PDC) develops, distributes, licenses, and supports proprietary emergency dispatch protocols, software, curricula, quality assurance programs, consulting and training services throughout the world, according to the standards and protocols set forth by the International Academies of Emergency Dispatch (IAED).

PDC is the exclusive world-wide proprietor of the MPDS (Medical Priority Dispatch System), PPDS (Police Priority Dispatch System), FPDS (Fire Priority Dispatch System), and ECNS (Emergency Communication Nurse System). These emergency dispatch protocol systems are licensed to emergency dispatch centers throughout the world. Currently, they are used in 46 countries and 25 languages/dialects.

The MPDS, PPDS, FPDS, and ECNS emergency call systems are protected by national and international copyrights laws, as well as conventions and treaties protecting intellectual property rights. They are protected by more than 40 United States, Canadian, and other international patents, with more than 50 pending. Only authorized and properly licensed users may use or have access to the same.

The content of the MPDS, PPDS, FPDS, and ECNS is developed, approved, and provided by the IAED. PDC has an exclusive contract with the IAED for the distribution of the same. The mission of the IAED is “to advance and support the public-safety emergency telecommunications professionals and ensure the citizens in need of emergency, health, and social services are matched safely, quickly, and effectively with the most appropriate resource.”

To that end, the IAED is an internationally recognized non-profit standard-setting organization which promotes safe and effective emergency dispatch services worldwide. The IAED has over 20 boards, councils, and special committees, including the Council of Standards, Board of Accreditation, Board of Curriculum, Council of Research, and Board of Certification. These boards and committees are chaired and include the world's foremost experts in medical, police, fire, and nurse dispatch. The MPDS, PPDS, FPDS, and ECNS are continuously examined and studied to keep current, and changes are made based upon continuing medical, police, and fire research, along with practical field experience and from feedback from thousands of emergency dispatch users the world over.



POINT-BY-POINT RESPONSE TO RFP

County of Montgomery: RFP# 17-30

Emergency Medical Dispatch Program For New River Valley

Emergency Communications Regional Authority

I. PURPOSE

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for an Emergency Medical Dispatch Program for the New River Valley Emergency Communications Regional Authority herein after referred to as "Authority." The Authority is a consolidated 911 center with participating members consisting of the County of Montgomery, the Towns of Blacksburg and Christiansburg and Virginia Polytechnic Institute and State University (Virginia Tech). The consolidated emergency communications center is located in Christiansburg, Virginia in the Montgomery County Public Safety Building.

It is the goal of the Authority to improve the quality of service and response through the implementation of a standardized emergency medical dispatch program that meets and adheres to state and national standards.

PDC has read and understands the purpose of the Request for Proposal. Priority Dispatch Corp (PDC) is a unique company focused on continuous research and improvement in the areas of emergency dispatch training, products and services. The company's Priority Dispatch System™ (PDS) has been in use for over three decades with frequent and substantial updates. PDC is the only dispatch system provider with the exclusive approval of the International Academies of Emergency Dispatch® (IAED), a recognized body of industry experts. Priority Dispatch Corp meets all qualifications to carry out the obligations of the work specified under this Request for Proposal.

II. BACKGROUND

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of Blacksburg and Christiansburg, the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to Virginia Polytechnic Institute and State University (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2015 population of 98,121. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,661) Montgomery County serves as the fiscal agent for the Authority which was formerly established through a Memorandum of Understanding between the participating political subdivisions after approved legislation created the Authority in the Virginia General Assembly in 2010. The Authority is governed by an appointed five member Board of Directors. The Authority is responsible for the emergency dispatching of police, fire, and emergency medical services to four law enforcement agencies, five volunteer fire agencies, and six volunteer EMS agencies.

The emergency communications center is equipped with twelve workstations capable of answering, processing and dispatching calls for service through the following systems: VESTA 911 call handling equipment,



Tyler Technologies (formerly New World Systems) computer-aided dispatch (CAD) system, and Telex IP radio consoles.

PDC has read and understands the background in connection with this specific Request for Proposal.

III. STATEMENT OF NEED

A. The Authority needs the services of a Contractor that can provide an Emergency Medical Dispatch Program and the system shall provide:

1. Scripted Case Entry questions for gathering vital information, such as address, phone number, chief complaint, age, sex, patient condition, etc.

The Medical Priority Dispatch System provides a standardized method for answering each call. Even location and callback numbers are verified and the appropriate Chief Complaint selected. Our proposed solution meets this requirements as a standard function on the base application software.

2. Scripted Key Questions for each chief complaint. Key questions shall be specific to patient's chief complaint.

The protocol identifies and prompts the dispatcher to ask the right questions for each Chief Complaint. The questions and information are logically ordered with scene safety first, followed by other essential information. Our proposed solution meets this requirement as a standard function in the base application software.

3. Scripted Pre-Arrival Instructions to provide proper actions.

Based on the information provided by the caller, the protocol helps calltakers recognize specific, life-threatening situations such as choking, childbirth, airway arrest, and others that can benefit from a Zero-Minute Response. In these incidents, the protocol prompts the calltaker to give easy-to-follow, step-by-step Pre-Arrival Instructions to the caller to support life until field responders arrive. Our proposed solution meets this requirement as a standard function in the base application software.

4. Incorporate call prioritization with the ability to recommend appropriate unit response based on nature of incident.

Recommendations for response codes are driven by on-scene event information provided by the caller. The response codes ensure that calls are triaged according to designated agency-defined response policy. Using the Response Configuration Utility in the ProQA Admin Utility, agencies can enter their locally defined priorities to any of the dispatch codes generated by ProQA. Our proposed solution meets this requirement as a standard function in the base application software.

5. Include complete CAD integrated emergency dispatch system software that interacts with the dispatcher to display each question, with answer choices in the interrogation sequence, prompt the dispatcher for a response, assign the patient condition, recommend a response assignment and sequentially display pre-arrival instructions.

ProQA Paramount Dispatch Software integrates the power of the IAED protocols with today's critical computer technologies. It helps emergency dispatchers move smoothly through Case Entry and Key Questioning, assisting calltakers in quickly determining the appropriate response code for each case and clearly displaying the response configuration specifically assigned to the code by their local agency



authorities. ProQA Paramount then guides calltakers in providing all relevant Post-Dispatch and Pre-Arrival Instructions, as well as important case completion information. Our proposed solution meets this requirement.

6. Currently, the Authority utilizes the CAD system developed and supported by Tyler Technologies (formerly New World Systems). All vendors must define how their proposal integrates specifically to our current Enterprise CAD 11.4 release.

Priority Dispatch Corp. has developed an extensive certification process for the hundreds of CAD systems with which we integrate. The certification requirements are outlined in a 4-page document with more than 100 specific required functions in order to ensure the end users receive the highest functionality with CAD and ProQA. Tyler Technologies (formerly New World's Enterprise product) was originally certified at the Platinum Level in May of 2013 on build 10.0 SP3 and is currently in the process of recertifying.

7. The EMD System shall include an automated quality assurance and quality improvement (QA/QI) Case Review Software. The system must be capable of providing reports that reflect any period of time or data field requested such as incident type, week, and month or year-to-date statistics.

AQUA Evolution™ Quality Assurance software automates the entire emergency dispatch case review process. It assists you in everything from data entry, to compliance scoring, to record keeping, to reporting, and more. With the power of AQUA Evolution you can measure and document the quality of service your dispatchers are providing the community, as well as your level of compliance to International Academies of Emergency Dispatch® standards. In today's world, public safety agencies simply must have a QI program that measures, analyzes, and helps them improve, protects them from liability lawsuits, and ensures their citizens are receiving the safest and best possible dispatch service. AQUA Evolution delivers this and more.

AQUA Evolution's powerful statistical formulas crunch your raw operational data and present the information to you in easy to understand tables, charts, and reports. Monitoring trends in calltaker performance is easy so you can reward superior performance and correct problems quickly. AQUA Evolution stores information in an electronic database so accessing and saving strategically important records is effortless. With AQUA Evolution you're always right on target in identifying and solving performance problems. Our proposed solution meets this requirement.

8. Contractor shall specify if their EMD solution interfaces with the Eventide Nexlog recording system, or any recording solution, and what the interface includes.

Meets this requirement. The AQUA Evolution v6.1 Audio Recording Interface allows AQUA to search for and play audio files during Case Review from several Audio Recording Vendors. Eventide is one of those vendors.

Our proposed solution meets this requirement.

9. EMD Guide Cards or card sets with pre-arrival instructions shall be viewable and provided at each operator workstation as a back up to computer software.

Meets this requirement. Cardsets are available in either printed cardset or electronic tablet format for use in training as well as back-up during power outages. Current software architecture precludes the need for manual cardsets except for training. If the connection to the server is lost, ProQA® automatically switches to local mode and saves all call information to the local machine. If the local machine fails, cardsets/tablets containing a manual version of the protocols are available.

10. Contractor shall provide detailed information regarding the allowance of customization and/or



modification to the pre-arrival instructions, as well as the scripted case entry questions if desired by the Authority or local Medical Director. Proposal must explain the process for customization.

Meets this requirement. The Priority Dispatch System is an internationally recognized system that is validated by scientific research conducted by the International Academy of Emergency Dispatch. As such, these dispatch protocols are very much like the Advanced Cardiac Life Support protocols followed by medical personnel around the world. Recommendations for changes to ACLS are submitted to American Heart, researched, decided on, and disseminated to medical personnel around the world. The IAED uses the same process for evolution of the Fire, Medical, and Police protocols. Further, this is evidenced by published studies and the rapid ability to disseminate updated information (Case in point is the number of updates disseminated during the recent Ebola epidemic) when needed during a crisis or when a life critical update is needed.

The Academy encourages development of the Protocols by the Proposal for Change (PFC) process which enables the protocols to evolve with input from over 3200 agency sites world-wide. PFCs are readily available for all users of the protocols. When submitted to the Academy, PFCs are ranked by "priority" and urgent items are changed immediately. Software updates are made available via various mechanisms such as FTP and XLUpdate. An explanation document is included that explains changes contained in the update. One additional benefit of the PFC process is that the system processes in excess of 80,000,000 calls per year allowing for scientific research and enhancements from users world-wide. Additionally, there are areas within each of the three disciplines that require customization by local agencies. Within the Police Priority Dispatch System, agencies must define Cold Call / Past Event vs. Just Occurred or In Progress Calls, Large vs. Small Groups, Child vs. Adult age ranges. In the Medical Priority Dispatch System, agencies must define Obvious and Expected Death criterion, Stroke Treatment Time Windows, and High Risk Complications when dealing with Pregnancy/Childbirth. In the Fire Priority Dispatch System, agencies must define Large and Small Aircraft, a High Rise, a Service Call, Large and Small Buildings, Government Buildings, etc. See the attached document titled "Why is a Universal Protocol System Better than Local Customization" provided on page 44.

11. The Authority prefers the proposed EMD solution allow "in house" certified instructors for training and recertifying personnel. The Contractor must identify how instructor certification is obtained in house along with other methods.

Meets this requirement. Upon achieving Accredited Center of Excellence (ACE) status through the IAED, the agency may submit EMD instructor applications to the IAED for approval. Qualified candidates will be invited to attend the IAED's Instructor Academy held each spring and fall at the Sale Lake City, UT headquarters.

12. The system shall include an EMD continuing education program.

The online College of Emergency Dispatch was founded in 2013 by Dr. Jeff Clawson to promote advanced learning opportunities for 911 calltakers and dispatchers. This online college provides in depth and up to date Continuing Dispatch Education (CDE) curriculums designed to educate and hone the skills of today's professional 911 Telecommunicators.

Priority Dispatch Corp. (PDC) Continuing Dispatch Education (CDE) Online is an economical, computer-based training approach to training that helps your staff gain expertise with real-life emergency call events using the protocols. At the same time, the Advancement Series also reduces your agency's costs associated with more traditional classroom instruction. Our proposed solution meets this requirement..

13. Contractor must provide 24 hour/7 day technical support services for EMD related software.

Meets this requirement as Software Support is available 24/7/365.



14. Contractor must identify hardware and specifications necessary to manage and run the solution software.

Meets this requirement: See the attached PDC Software System Requirements provided on page 27.

15. Contractor must provide a sample project plan with implementation phases/milestones which also include approximate timelines from formal selection to go-live with EMD Program.

Meets this requirement. See the attached Implementation Schedule provided on page 23.

16. Contractor shall indicate any additional software solutions the system offers for emergency fire dispatch and/or emergency police dispatch protocol for future consideration.

The complete Priority Dispatch System consists of the Fire Priority Dispatch System (FPDS), the Medical Priority Dispatch System (MPDS), and the Police Priority Dispatch System (PPDS). The software platform is the same for all three disciplines; only the specific protocol content changes.

- B. All proposals shall itemize (per workstation, license, personnel, etc.) the cost associated for each of the following items and describe items that are included:

1. All software costs for twelve (12) workstations.

The software costs for twelve (12) workstations comes to \$55,125. This includes license fees for twelve (12) positions of ProQA, three (3) ProQA training licenses, and XLerator (client/server software).

2. Any additional license costs for twelve (12) workstations if not included with software costs.

There are no additional license fees for twelve (12) positions of ProQA.

3. Required hardware costs, if any, for twelve (12) workstations.

The Authority shall be responsible to provide workstations and other needed hardware.

4. Guide cards or card sets utilized as back up for each workstation.

\$5,940. See the attached Comprehensive Quote provided on page 15.

5. Installation, implementation and project management costs of software for twelve (12) workstations.

\$20,000. See the attached Comprehensive Quote provided on page 15.

6. Training/Certification of Emergency Medical Dispatch solution for approximately forty (40) communications personnel. Contractor must provide the method(s) allowed such as classroom, online, etc.

\$18,100. Certification training will take place in a classroom as provided by the Authority. Training is a combination of lecture and hands-on scenario-based training, according to the standards as established by the International Academy of Emergency Dispatch (IAED).

7. Costs associated with certification and recertification of EMD Instructors. In house instructors are preferred due to costs and staffing considerations. Contractor must also provide the method(s) allowed such as classroom, online, etc.



All certification and recertification courses will be done in a classroom setting. The costs associated with certification and recertification courses are as follows:

- Tuition - \$395.00
- Travel expenses are the responsibility of the traveler
- Instructor Kit - \$3,500
- Instructor Review Workshop fee \$395.00

8. State and/or National certification costs for approximately forty (40) communications personnel.

IAED certification fees are included in the course fee.

9. Recertification costs for approximately forty (40) communications personnel and the frequency of such re- certifications. Contractor must provide the method(s) allowed such as classroom, online, etc.

\$50/per person recertification fee every 2 years after initial certification through the IAED. Total recertification costs are \$2,000 every 2 years

10. Maintenance and support contract options for the Emergency Medical Dispatch solution.

- a. Specify items the maintenance contract covers (hardware, software, guide card sets, updates, etc.)

Updates, telephone IT support and upgrades for all annual renewing products including EMD ProQA, AQUA, Cardsets, CDE Advancement Series, QA Guides, Mobile Field Responder Guides, SEND Cards, SEND CD, ProQA & AQUA Software Computer Based Training Disks, Protocol 36 Pandemic Flu (CBT's) and Onsite Tech, Consulting, ProQA Refresher training, or Continuing Education Training Days. Expires: Annual renewal date.

- b. Provide sample maintenance contract with annual maintenance costs and any rate of increase per year if applicable.

Annual Maintenance costs for twelve (12) stations is \$14,400 with an estimated increase of 5% or less each year. This renewal begins 1-year post go-live. See the attached Service and Support Agreement provided on page 29.

11. Identify any other item(s) required for the proposed EMD Program to perform as intended and all associated costs broken down by workstation, license, personnel, etc.

\$13,600, which includes Quality Assurance and Quality Improvement software, call review, and any other remaining costs.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PDC has read and agrees to the terms.

V. EVALUATION AND AWARD OF CONTRACT

PDC has read and agrees to the terms.

VI. RESERVATION OF RIGHTS

PDC has read and agrees to the terms.

VII. CONTRACT ADMINISTRATION

PDC has read and agrees to the terms.

VIII. PAYMENT PROCEDURES

PDC has read and agrees to the terms.

IX. CONTRACT PERIOD

PDC has read and agrees to the terms.

ATTACHMENT A

In regards to Attachment A: Terms and Conditions, Priority Dispatch Corp. (PDC) proposes the following modifications:

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf

PDC reserves the right to further negotiate legal terms upon receipt of award.

Article 3. APPLICABLE LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the ~~Commonwealth of Virginia~~ [State of Utah](#) and any litigation with respect thereto shall be brought in the courts of the ~~Commonwealth of Virginia~~ [State of Utah](#). The Contractor shall comply with applicable federal, state and local laws and regulations.

Article 15. INDEMNIFICATION

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Montgomery County and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Montgomery County or failure of Montgomery County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. [For the sake of clarification, it is understood that Contractor does not guarantee, nor indemnify, nor shall Contractor hold any party harmless to any use of or reliance upon the dispatch protocols or licensed products provided by Contractor under this Agreement.](#)

SPECIAL TERMS AND CONDITIONS

- AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever



is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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 cancellation.

DECOMMISSION. Decommissioning of Contractor's products, be it the MPDS, the FPDS and/or the PPDS, can take up to 60-days. Therefore, Contractor requires a 90-day notice before the County begins using an alternative dispatch product to arrange for the decommission of Contractor's products. The decommission process includes, but is not limited to, an on-site visit, the collection of all Contractor owned intellectual property and exportation of all applicable data for historical records. After the decommission process, any PDC products intellectual property, or materials found shall be immediately forwarded to PDC.

5. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
6. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

8. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County



may expressly authorize in writing.

9. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
10. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
11. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract, [under the condition that such liability shall only apply to services performed solely at County's physical locale.](#)

12. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
13. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
14. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best



skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

15. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
17. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
18. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
19. **ADDITIONAL CONTRACTOR TERMS:** Use of PDS's products and services is governed by its Client License and Service Agreement, which is incorporated herein by reference and can be found at <https://prioritydispatch.net/license-agreement/>

PDC approves of Attachment B: County Montgomery Standard Contract and will sign once contract is awarded.

ATTACHMENT B.

County of Montgomery Standard Contract

Contract Number:

This contract entered into this _____ day of, 201_, by _____ hereinafter called the "Contractor" and the County of Montgomery, called the "County".

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

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111
USA

www.prioritydispatch.net

Prepared By: Todd Johnson

Phone: (800) 363-9127 Ext.

Email: todd.johnson@prioritydispatch.net

Agency/Licensed User:

New River Valley Emergency
Communications Regional Authority

Agency ID#:

22015

Quote #:

Q-05902

Date:

2/1/2017

Offer Valid Through:

6/1/2017

Payment Terms

Net 30

Currency:

USD

Bill To:

New River Valley Emergency Communications Regional Authority
1 E Main Street
Suite 400
Christiansburg, Virginia 24073
United States

Ship To:

New River Valley Emergency Communications Regional Authority
1 E Main Street
Suite 400
Christiansburg, Virginia 24073
United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Medical Software Licenses Automated calltaking software	12	3,750.00	45,000.00
2	ProQA Medical Training Software Licenses Training, non-live calltaking software	3	1,875.00	5,625.00
3	XLerator Client Server Suite Client server software application suite	1	4,500.00	4,500.00
4	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	2	1,500.00	3,000.00
5	MPDS Backup Cardset License Licensed manual protocol set for backup	12	495.00	5,940.00
6	MPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	3	45.00	0.00
7	MPDS Mobile App Field Responder Guide Smartphone-based field reference guide for responders	120	10.00	0.00
8	CDE Advancement Series for EMD CDE lessons available in the online College of Emergency Dispatch.	1	150.00	0.00
9	SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	100.00	0.00
10	SEND CD for MPDS S.E.N.D. training CD	1	50.00	0.00
11	Understanding ECHO Determinant Practice CD ECHO training CD	1	65.00	0.00
12	Protocol Training and Certification for EMD (Host) Materials, tuition and certification	40	340.00	13,600.00
13	ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	1	1,500.00	1,500.00
14	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	1	1,500.00	1,500.00
15	AQUA Software Training 8-hour course	1	1,500.00	1,500.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Line	Product Name	Qty	Unit Price	Amount
16	ProQA & AQUA Reports Training (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions	1	1,500.00	1,500.00
17	Implementation Support Package for EMD Implementation support and quality management program development	1	30,000.00	20,000.00
18	National Q Service - 90/90 (EMD) Expert case review, mentoring and reporting for first 90 days after system Go Live. Next 90 days will include QA system oversight and support for your Quality Improvement Unit. Renewable option available.	1	9,100.00	9,100.00
19	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	2,250.00	0.00
20	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	14,400.00	14,400.00
21	Shipping & Handling	1	0.00	0.00

Discount	USD 13,950.00
Subtotal	USD 127,165.00
Estimated Tax	
Total	USD 127,165.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer.

"To lead the creation of meaningful change in public safety and health."

REFERENCES

Lexington County 911

212 S Lake Dr.
Lexington, SC, 29072
Contact: Vicki Spires
Title: Administrative Assistant
Phone: 803.785.2366
Email: vspires@lex-co.com
Service Provided: Implementation of 18 position EMD/
EFD/EPD
Purchased: 9/2015

Douglas County Sheriff's Dept.

4000 Justice Way
Castle Rock, CO 80109
Contact: Grace Reinis
Title: Communications Manager
Phone: 303.660.7523
Email: greinis@dcsheriff.net
Service Provided: 12 positions medical (New World
Systems CAD)
Purchased: 12/2015

New Orleans Communication District

118 City Park
New Orleans, LA, 70119
Contact: Barbara Ireland
Title: EMD In-House Instructor
Phone: 504.671.3673
Email: bireland@nola.gov
Service Provided: Implementation of 16 EMD/EFD/
EPD Positions
Purchased: 03/2016

Warren County Dept. of Emergency Services OH

520 Justice Drive
Lebanon, OH 45039
Contact: Melissa Bour
Title: Operations Manager
Phone: 513.695.1315
Email: melissa.bour@wcoh.net
Service Provided: Implementation of 8 EMD/EPD/
EFD Positions
Purchased: 01/2015





PRIORITY DISPATCH RESPONSE ATTACHMENTS

STATEMENT OF WORK

Implementing the Priority Dispatch System™

A Guide to a Successful Transition

Priority Dispatch System (PDS™) is recognized as an essential component of effective emergency dispatch. Implementation of the Priority Dispatch System in your center establishes:

- Industry “Best-Practice” standards for every call.
- Enhanced field officer and citizen safety.
- A measurable Quality Improvement (QI) program.
- Comprehensive management of resources and liability reduction.
- Improved delivery of public safety services through precise classification of calls.
- A “Zero-Minute” response to callers in need.

This comprehensive process, supported by the experts at Priority Dispatch Corp.™ (PDC™), will help your center achieve International Academy of Emergency Dispatch Accreditation and performance excellence.

PROQA® DISPATCH SOFTWARE

Reducing Uncertainty for over 30 years

“Information is the reduction of uncertainty” - Unknown

Implementation

The task of implementing change in the communication center can seem a bit daunting; however with a PDC (Priority Dispatch Corp) expert’s assistance, managing this process is straightforward. We will guide you step by step through the process, providing the tools and information necessary to set you firmly on the road to success.

With years of collective experience in the delivery of emergency services, and the knowledge gained through thousands of successful implementations around the world, a PDC expert will help you and your center expertly implement the Priority Dispatch System and integrate it into a comprehensive dispatch management process. The integration process includes an initial consultation to develop a plan that optimizes your centers performance and customer service through adherence to the International Academies (IAED™) Twenty Points of Accreditation and achieving Accredited Center of Excellence (ACE) recognition.

We begin onsite at your communications center where our expert team provides the information necessary for your Medical Directors, Police Chiefs, Fire Chiefs, Sheriffs, and Communication Center Directors to make the best decisions for your implementation. We then work directly with you and your management team to develop your personalized implementation plan. Not only do we make sure each piece falls into place technically, but we also work with your calltakers and dispatchers, teaching, certifying and preparing them to meet agency-specific performance goals.

Throughout the entire process, our experts will be available to answer questions, modify plans if necessary, and ensure that the transition and implementation is as seamless as possible. We conduct training and courses to train you and your staff in the optimal usage of protocols cultivating quality interactions between dispatchers and 9-1-1 public services. Once past the basics, we continue to work with you, recommending solutions to any obstacles you may encounter and assuring your QI process allows you to reach your goals now and in the future. QI is the hallmark of the Priority Dispatch System's police, fire, and medical protocols; this continuous process is how we meet and exceed the highest standards of emergency communications around the world.

Designation as an Accredited Center of Excellence, or ACE, is one of the most prestigious designations in the emergency communications field and is achieved through fulfillment of the implementation process. Our commitment remains long after the implementation, providing ongoing support, recertification, and process improvement. We offer more than the installation of software into your CAD. We are your partners in achieving excellence; here to help you help your citizens and responders.

Planning

A Priority Dispatch Consultant will help create a plan that meets your agency's goals through an assessment of current practices, desired enhancements, national standards, and industry best practices. We will provide templates to augment existing policies and procedures and assist in integrating new processes that support protocol implementation and their administration. Assistance will also be provided in establishing a Steering Committee, Dispatch Review Committee, Quality Improvement Unit (QIU), and define their roles and responsibilities within the organization.

Technical Set-up and Installation | Software Implementation Specialists will work with your IT staff to install and configure protocol software to meet your agency requirements, including Computer-Aided Dispatch (CAD) compatibility, assist in matching Determinant Codes with your existing Call Types/CAD event types, and assist in developing responses based on priority levels that are consistent with available resources.

Orientation and Training | PDC and IAED representatives will introduce your agency to structured calltaking in accordance with international standards of "best practice". This includes: Training staff in the use of the protocol, caller management, liability issues, stress management, QI, and correct call classification.

- Training QI staff to provide measurable feedback on protocol compliance in a manner that educates and supports call takers.
- Training calltakers and QI staff on the use of software to process incoming calls and review compliance.
- Training IT staff and system administrators in the use of administration utilities for developing in-depth protocol data reports.
- Providing assistance with the evaluation of data and any subsequent re-engineering and refinement of processes.

Quality Improvement and Ongoing Support | PDC representatives will regularly meet with QI staff to provide support that creates an environment of compliance to ensure quantifiable standards are being met or exceeded.

- Work with QI and training staff to achieve the standards needed for ACE designation and assist in preparing and filing documentation for the Twenty Points of Accreditation.
- Assist in recognizing and solving internal challenges to achieve excellence through effective protocol usage by review of current processes, procedures, operations, and organizational culture.

System Go-Live | PDC and IAED representatives will provide on-site support for you and your staff by monitoring initial call processing, answering questions, providing protocol guidance, and providing instant feedback.



Orientation and Planning

Expanding your knowledge of the essential operating principles of emergency dispatch gives you a head start on the transition via an overview of the emergency dispatch curriculum through discussion of critical strategies necessary for designing and managing a professionally staffed communications center.

Stakeholder Course | The purpose of this meeting is to provide an overview of the philosophy and primary objectives of the Priority Dispatch System. It sets the stage for effective communication and the elimination of barriers and provides the comprehensive framework needed to view the system as whole. The goal of this meeting is to provide stakeholders with an understanding of how their roles shape the landscape of the entire Priority Dispatch System. The focus of the meeting is not primarily the use of the protocols, but the benefits of oversight and a cohesive and effective quality improvement process. The meeting exposes the far-reaching positive impacts of the Priority Dispatch System as it relates to the public safety environment.

Prerequisites: None

Training time: 8-16 hours

Topics: Discusses the philosophy, objectives, and benefits of the Priority Dispatch System

System Administration Course | The System Administration Training Course provides your IT staff with the steps to manage the PDS software and make routine changes. Installation is easy and seamless with our specialists and your IT staff working together to configure and install the software. PDC staff will assist with the integration of ProQA software with your existing CAD and correlating Determinant Codes with CAD codes via a Response Configuration utility. Now your staff is ready to use the powerful PDS database management system at the heart of ProQA and AQUA to link your workstations to a centralized data storage system.

Prerequisites: None

Training time: 6-8 hours

Topics: Implementing agency specific policies in managing software, designing basic response assignment tables, streamlining system responses

Certified Dispatch Training

The International Academies of Emergency Dispatch (IAED) is the recognized authority in emergency dispatch standards worldwide. It develops, maintains, and evolves the PDS through its many boards and councils staffed by volunteer emergency public safety experts and professionals from around the world. One of the crucial steps in keeping the PDS's standards high is the training, certifying, and recertifying of dispatchers using the system.

The IAED Curriculum Board creates and regularly updates the dispatch certification courses taught by Academy certified instructors. Completion of the IAED dispatch courses puts your dispatch staff in an elite group of certified professionals leading the way to excellence in public safety.

“It’s time we start doing it right, not just fast!”

- Former NENA President, Thera Bradshaw

Emergency Medical Dispatch - EMD

Applying the Medical Priority Dispatch System™ (MPDS) protocol correctly can have a profound “zero minute response” impact on patients by providing pre-arrival instructions such as: cardiopulmonary resuscitation, delivering a baby, clearing the airway of a choking victim, and more prior to the arrival of emergency responders.

The Emergency Medical Dispatcher becomes the trusted authority over an emergency scene until the



responding crews arrive and establish scene control. Dispatcher expertise results in a more efficient use of resources, better information for responders, and improved incident outcome for citizens.

Certification Requirements:

- Ability to read and write at a high school graduate or GED level.
- Passing the EMD certification test with a score of at least 80 percent.
- Agreement to abide by the IAED Code of Ethics.
- Current CPR Certification.

EMD Course Prerequisites: None

Training Time: 24 hours, typically spread over three (3) 8 hour days

Topics: Introduction to emergency dispatch and the MPDS protocols, legal issues, telecommunication essentials, hands-on practice, stress management, quality improvement; each course includes the certification test taken on the last day.

Certification is valid for two years unless revoked or suspended. Continued affiliation depends on your support of the Code of Ethics and accumulation of continuing dispatch education (CDE) credit.

Emergency Dispatch Quality | The ED-Q course provides just the right map to keep your center going in a positive direction. It is the cornerstone of quality assurance for centers using the Priority Dispatch System for medical, fire, and police protocols. Using state-of-the-art instructorled multimedia learning technology, this intensive training program provides your staff with the tools and understanding to properly evaluate and score the six elements of the Priority Dispatch Systems and instructions for developing continuing dispatch education that address key elements to improve overall performance. PDC also offers course instruction on using AQUA, a software system that automates and simplifies the quality improvement review process.

Prerequisites: Must be a licensed user of the current MPDS and have protocol training and certification in the specific protocol in which you wish to certify.

Training time: 16 hours, typically spread over two (2) 8 hour days

Topics: Evaluating and scoring the six elements of PDS, applying performance measuring techniques, designing a quality management records system, addressing performance through Continuing Dispatch Education classes

Software Training

PDC maintains a very high level of software training experts. These individuals will assist your personnel in becoming proficient with the PDS and Quality Improvement software.

ProQA® Software Training

ProQA Dispatch Software integrates the power of the International Academy Protocols with today's critical computer technologies. It helps emergency dispatchers move smoothly through Case Entry and Key Questioning allowing calltakers to quickly determine the appropriate Determinant Code for each case and clearly display the response configuration specifically assigned to the code by local agency authorities. ProQA then guides dispatchers in providing all relevant Post-Dispatch and Pre-Arrival Instructions, as well as important case completion information.

Certification Requirements:

- Current MPDS, FPDS, or PPDS licensure (card sets or ProQA software)
- Familiar with the computer platform you center/agency is using.

Prerequisites: EMD, EFD and/or EPD certification.

Training Time: 4 hours for one discipline, 8 hours for two or more disciplines

Topics: On-site training for ProQA dispatch Software provides intensive hands on experience for dispatchers, managers and QI officers.



AQUA™

AQUA Quality Improvement Software automates the entire International Academy of Emergency Dispatch case review process. Building upon the ED-Q training, AQUA training consists of 6 to 8 hours of hands on computer training in a classroom environment. Students will learn how to transfer the paper based review process of ED-Q and apply this to a computerized format.

AQUA will help improve review accuracy and the data generated by AQUA can easily be reported on.

The AQUA course counts for 4 hours of Continuing Dispatch Education (CDE) credits and counts as a QI specific CDE for your ED-Q certified personnel.

Certification Requirements:

- Current MPDS, FPDS, or PPDS licensure(card sets or ProQA software)
- Familiar with the computer platform your center/agency is using.

Prerequisites: EMD - Q, EFD - Q, EPD - Q

ProQA Training if agency uses the ProQA software

Training Time: 6 - 8 Hours

Topics: Learn to create valuable reports to enhance the dispatch process in the center.

IMPLEMENTATION AND DETAILED SCHEDULE

IMPLEMENTATION AND DETAILED SCHEDULE	
PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, ProQA, & AQUA

Delivery and Implementation of the Medical Priority Dispatch System (MPDS)

INTRODUCTION

The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the Medical Priority Dispatch System (MPDS). This plan will also assist your agency in meeting all the standards necessary for accreditation by the International Academies of Emergency Dispatch (IAED) as an Accredited Center of Excellence (ACE). To accomplish this, Priority Dispatch Corp. (PDC) will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the Medical Priority Dispatch System (MPDS)

INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)

The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and



positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

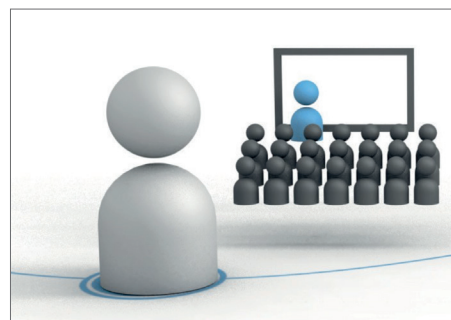
Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering
- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.
- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch - Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.



PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLERATOR Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLERATOR Software.
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

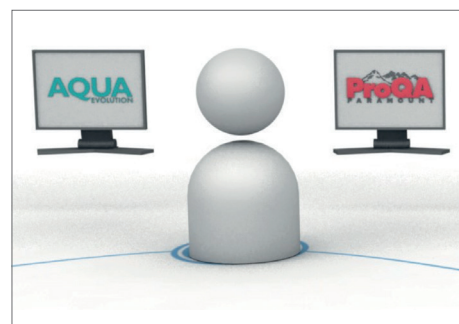


PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.
- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.
- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.
- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.
- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.





- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.
- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing “master case review” of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see “Accreditation of Excellence” and “20 Points of Accreditation Excellence” located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.





PRIORITY DISPATCH SYSTEM SOFTWARE REQUIREMENTS

ProQA® Paramount and AQUA® Evolution

As with any software, listed below is the minimum for AQUA Evolution, ProQA Paramount, and XLerator Server to run, this is in addition to the minimum required by the operating system. If other software is running at the same time, such as a CAD system or database software (SQL or Oracle) **the requirements will increase accordingly.**

We strongly recommend that our software is not installed on the same server where your CAD software resides.

AQUA® Evolution:

Workstation:

Processor: Intel or AMD

Ram: 2 GB (highly recommend 4 GB or more)

OS: Windows® 7 or higher

Disk Space: 20 MB

ProQA® Paramount (Police, Fire and Medical):

Workstation:

Processor: Intel or AMD

Ram: 2 GB (highly recommend 4 GB or more)

OS: Windows® 7 or higher

Disk Space: 60 MB

Other: 10/100/1000 MB network card

XLerator® Client Server Software:

Processor: Intel or AMD Dual Core or higher

Ram: 4 GB (highly recommend 8 GB or more)

OS: Windows® Server 2012 or higher

Disk Space: 100 MB for installation and 10 K of Hard Drive for each incident taken that will be kept and stored (you can minimize by archiving)

Other: 10/100/1000 MB network card

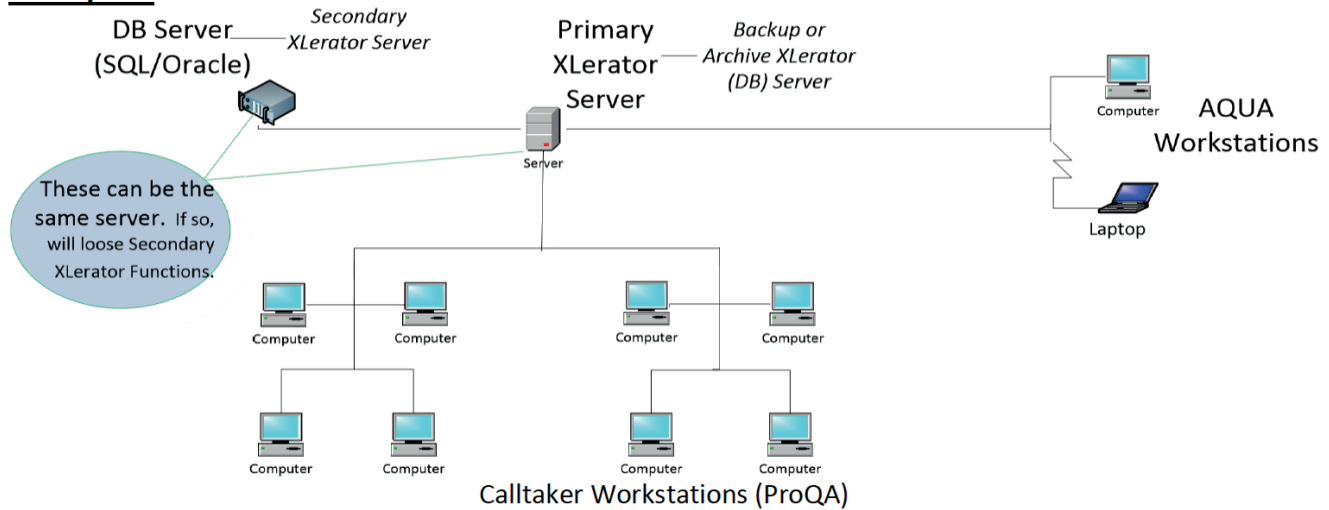
Available USB Port for security key

Note: XLerator Server is packaged with a Firebird Server; if an agency prefers they can use a SQL (2012 or higher) or Oracle database with ProQA Paramount, AQUA only supports the Firebird server. Please be aware that in-house support is needed for SQL and Oracle databases.

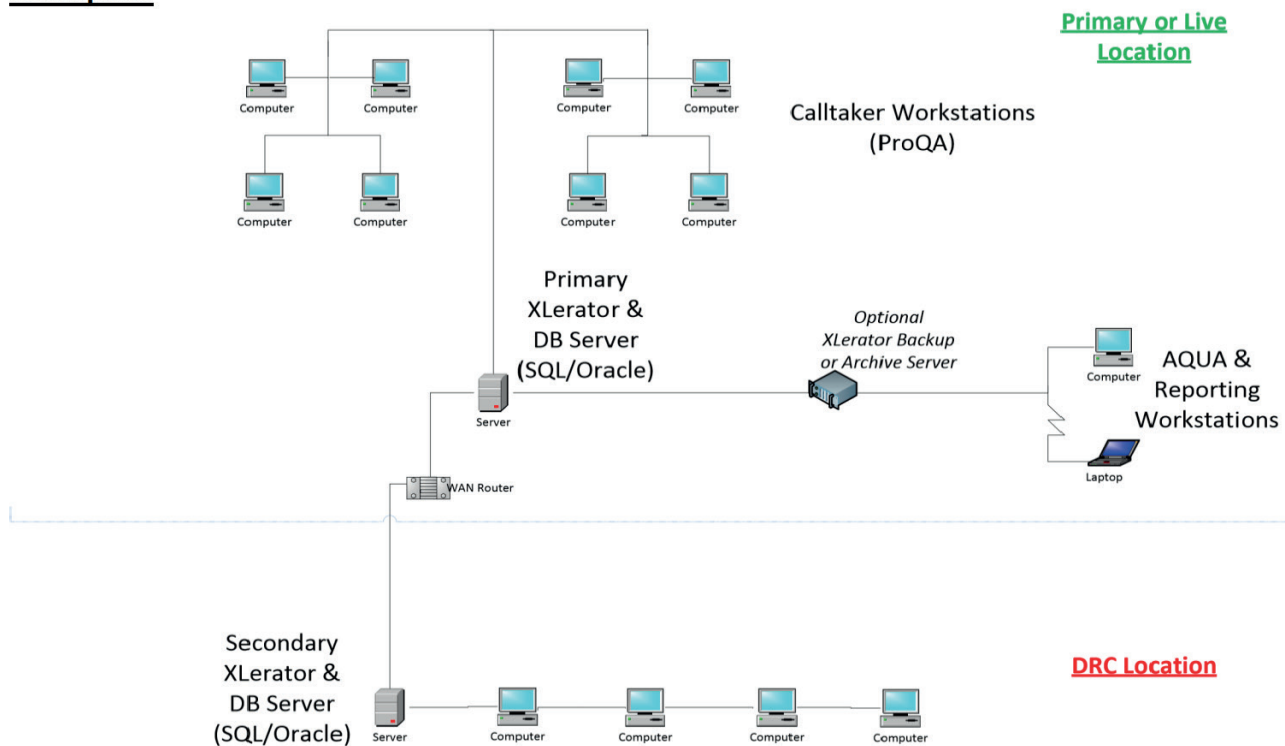
An example of the Network diagram is included as well. As noted, the XLerator server and DB server can operate on the same server, but some functionality will be lost. Further, these are just examples, the details of such a deployment in an environment needs to be discussed and mapped out according to local resources and variables.

If there are any questions, comments, or concerns regarding this document please contact Priority Dispatch Software Support at 1-866-777-3911 (North America), 011-801-363-9137 (International) or software.support@prioritydispatch.net

Example 1



Example 2



SERVICE SUPPORT AGREEMENT

CLIENT SERVICE & PRODUCT SUPPORT FOR REGISTERED, LICENSED SOFTWARE USERS

Extended Service Plan

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan

- a. ESP: Extended product service and client support ("S&S") provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S. It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
 - i. Annual subscription to the EMD Advancement Series (Continuing Dispatch Education).
 - ii. Includes all updates and upgrades at no charge.
 - iii. Client shall receive updates to Quality Assurance Guides and Field Responder Guides as they become available, as well as any CD ROM based training (including, but not limited to, ECHO Determinant Practice CD, Automatic Crash Notification CD, ProQA and AQUA CD's, when available, SEND CD, and any others that become available).
 - iv. Client shall receive a number of on-site Support, Consulting or Continuing Dispatch Education Training days that corresponds to a scale based on the number of registered Licenses/Disciplines.
- b. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- c. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- d. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

- 2. Updates & New Versions.** An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and



studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. Updates (see also, defined term “Update” in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client’s failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled “Use and Protection of the Licensed Product(s) and PDS.”

a. New Versions (see also, defined term “Version” in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software (“New Version”). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC’s then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAEED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

- 3. Responsibility.** Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.
- 4. Research Data Sharing.** In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC’s reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. **Expert System Disclosure.** This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-I/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.
6. **Modification of Software, Cards, or PDS.** Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.
7. **Derivative Products.** In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.
8. **Customization of Responses.** Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.
9. **Changing the PDS.** All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:
 - a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical



experience and perspective of implementing the PDS and running it “as is” at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the “front line” level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally “dispatch literate.” The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION (“CDE”):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy’s Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED’s compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. Accepted Process for PDS Modification. In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy’s structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following

mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. *Unsafe Practices.* Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. *International Dispatch Coding System.* The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. *Standard of Care and Practice.* Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial



commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled “Basic Service Plan/ Extended Service Plan” and “Updates & New versions” of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed client services.

15. Appendix. The following Appendix, entitled “A More Detailed Definition of Certain Key Terms Used in This Agreement,” is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

“Academies” and/or “Academy” and/or “I/NAED”

The National Academies of Emergency Dispatch (“NAED”). Also known as the International Academies of Emergency Dispatch (“IAED”).

“Agreement,” “Client License Agreement,” “CLA”

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

“BSP” The Basic Service Plan:

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled “Basic Service Plan,” the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

“Cards”

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder’s Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term “Cards,” but is further subject to the specific use limitations imposed therein. The defined term “Cards” shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

“Client,” “Agency,” “Licensee” and “You” or “you”

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

“certification” and “recertification”

When used in this agreement, certification and recertification mean specifically by the I/NAED.



"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"ESP" The Extended Service Plan:

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

"Release"

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within an Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

[Please complete and return the Registration Form on the next page]



PRIORITY DISPATCH SYSTEM

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: _____

Contact Person: _____

Name of Center where Licensed Product is used: _____

Address where Licensed Product is used: _____

City: _____ State/Province: _____

Zip: _____ Country: _____

Signed by: _____ Date: _____

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): _____
2. Base population within geographic area: _____
3. Number of Emergency Dispatch call taking stations in center: _____
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: _____

FOR OFFICE USE ONLY

License Number: _____

License Date: _____

Initial License Fee: _____

ORGANIZATIONAL STRUCTURE

Priority Dispatch Corp. is a dba of Medical Priority Consultants, Inc, a Utah corporation headquartered in Salt Lake City. To support its global clients PDC has offices around the world:



Salt Lake City, Utah (Headquarters)



Bristol, England



Torino, Italy



Kuala Lumpur, Malaysia



Montreal, Canada



Innsbruck, Austria



Melbourne, Australia



COMPANY OVERVIEW

Priority Dispatch Corp.™ (PDC) is a unique company focused on continuous research and improvement in emergency dispatch. While others have attempted to provide products and training for emergency dispatch calltaking centers, it is the only one that has used a comprehensive systems approach. Evolved from Medical Priority Consultants Inc., the company's Medical Priority Dispatch System® has been in use for over 37 years with frequent and substantial updates. Historical data shows that the system reduces costs and risk. Users of the fire and police dispatching protocols have also seen great success since they were introduced in the early 2000s.

PDC is the only dispatch system provider with an in-house research and development organization and the approval of a recognized body of industry experts, the *International Academies of Emergency Dispatch*.

Priority dispatching took an amazing leap in 1978 when Dr. Jeff J. Clawson issued his first medical protocol for use in telephone patient triage. His system provided protocols for prioritizing responses of emergency vehicles and personnel. Emergency Medical Dispatch (EMD) has gained credibility over the course of nearly 40 years of testing, improvements, and millions of cases. The American College of Emergency Physicians, National Association of EMS Physicians, American Society for Testing and Materials, and National Institutes of Health have all recognized Clawson's visionary system as appropriate intervention. Moreover, EMD has been established as a mandatory practice in many provinces, states, shires, and municipalities in the U.S., and over 46 countries worldwide.

In 1987, Medical Priority Consultants Inc. was organized to respond to the growing base of users, cultures, and geographies. Medical Priority, through the leadership of Dr. Clawson, has produced more than 13 major revisions of the protocols, called the Medical Priority Dispatch System (MPDS).

Emergency Priority Dispatch Systems, like many innovative technologies, must be regulated by a qualified body of experts. Many industries have created these organizations, like Underwriter Laboratories (UL), the United States Department of Agriculture (USDA), and the American Heart Association (AHA). In December of 1988, the *National Academies of Emergency Dispatch (NAED)* was founded with dozens of medical professionals and industry experts in its College of Fellows. Since then, the Academy has expanded to include experts and professionals from many parts of the world. After the addition of fire and police protocols, the National Academies of Emergency Dispatch became the International Academies of Emergency Dispatch®. Priority Dispatch Corp. is a proud distributor of IAED products, training, and development around the world.

The Academy's curriculum and protocols have evolved over 37 years and incorporate the latest EMD practice standards developed by the National Highway Traffic Safety Administration, the International Association of Emergency Medical Physicians, the International Institutes of Health and the American Society for Testing and Materials. Not only does our program teach the essentials of telephone patient care, it also includes advanced queries and treatment instructions for emergency childbirth, choking, mouth-to-stoma breathing, automatic defibrillation, compression-first CPR and compression-with-ventilation CPR, when clinically necessary. The MPDS and Advanced EMD curriculum meet or exceed ASTM 1258, ASTM 1552, ASTM 1560, DOT/NHTSA EMD National Standard, and AHA CPR Standards.

Priority Dispatch Corp. recognizes the need to hire and maintain the most professional and qualified instructors in the industry. All of our instructors are certified through the International Academies of EMD, EFD and EPD, and meet all pre-requisites and ongoing training requirements of the Academy's Curriculum Board. EMD Academy-Certified Instructors are required to have completed training in a certified Advanced Life Support (ALS) program through a college, university or an approved Emergency Medical Services (EMS) training institution. Additionally, EMD instructors must have current Basic Life Support certification in CPR through the



Heart Association or the Red Cross and experience in either an EMS training department or as an Emergency Medical Dispatcher. EFD instructors are required to have field experience as fire officers before being considered for training and certification as EFD Academy-Certified instructors. EPD instructors are required to have a minimum of five years' experience as a traditional full-time police officer for a state, county, or municipal law enforcement agency (non-military), or country equivalent. Additionally, ranking police officer certification with responsibility for a law enforcement communication center is preferred for EPD instructors. All instructors must complete a rigorous Instructor Training Program, where a Senior Academy Instructor regularly evaluates knowledge and teaching skills.

Priority Dispatch Corp. believes that the successful EMD, EFD and EPD programs emphasize continuing education and ongoing quality improvement for certified EMDs, EFDs and EPDs. Priority Dispatch Corporation supports the Academy's re-certification process, requiring a minimum of 24 hours of continuing education for a two-year EMD certification period. Adding EFD and/or EPD recertification requires an additional 12 hours of continuing education for the same two-year period for each additional discipline.

Priority Dispatch Corp. offers the Academy's approved EMD, EFD and EPD Quality Improvement Certification Course (EMD-Q, EFD-Q and EPD-Q), designed to train and certify qualified staff on principles, techniques and scoring procedures for the quality audit process.

Priority Dispatch Corporation also supports the Academy's accreditation process; a process that allows agencies to become internationally accredited as a 'Center of Excellence.' Accreditation requires establishing and maintaining a comprehensive quality management process involving key personnel and practices approved by a local EMD system Medical Director, and meeting high performance and compliance standards. As a Center of Excellence, a center may utilize the "Omega" version of the MPDS™ protocols. This assessment process identifies non-acute callers that may be provided alternative dispatch of resources and more appropriate care that meets their specific needs.

Priority Dispatch Corp. understands the benefits of automated call-taking and quality auditing processes. We have developed ProQA™ - an expert-system calltaking software that is the most advanced product in the industry. In addition, our advanced quality assurance software - AQUA™, automates the case audit and performance-reporting system enhances the quality improvement process while reducing workload for case auditors.

PDC has trained and IAED-certified over 140,000 EMDs, EFDs, EPDs, and ETCs throughout the world of which 62,000 are currently certified, and offers its products in 25 language variations. It has successfully implemented the MPDS™ and/or ProQA™ programs in over 3,300 emergency call centers world-wide including the cities of Los Angeles, San Diego, Pittsburgh, Denver, Kansas City, Cincinnati, Miami, and Washington, DC in the United States; London, Edinburgh, Manchester in the UK; Sydney, Melbourne, Adelaide, Brisbane, and Perth in Australia; Montreal, Vancouver, Edmonton, Winnipeg, Calgary, and Toronto in Canada; Berlin in Germany; Vienna in Austria; Auckland, Christchurch, and Wellington in New Zealand; and Turin and Genova in Italy; San Paulo in Brazil. In fact, all international communication centers use the automated ProQA™ MPDS program and AQUA™ quality assurance software program.

In Canada, the MPDS™ is used in over 115 sites including every major metropolitan center except Ottawa. In the United Kingdom the MPDS™ is used in virtually every ambulance system. Some of the 46 countries where the MPDS™ is currently used includes: Australia, Austria, Bahamas, Botswana, Brazil, Canada, China, England, Germany, India, Ireland, Italy, Kenya, Malaysia, Mexico, New Zealand, Nigeria, Panama, Scotland, South Africa, Switzerland, Wales, and the United States.

Of the 200 most populous US cities, 70% use the MPDS™.



Other government entities with which we have contracts valued at over \$100,000 over the past five years include but are not limited to:

Washington D.C.	Amarillo Emergency Comms, TX
Prince George's County, MD	Raleigh/Wake 911, NC
Capital Area Council of Governments, TX	Alachua County Sheriff, FL
El Paso County, TX	Dane County, WE
Morris County, NJ	Fayetteville, NC
Berlin, Germany	Pinellas County, FL
Polk County Sheriff, FL	Cedar Rapids, IA
Dauphin County, PA	Gobierno Del Estado de Baja California, Mexico
Fort Wayne Comms, IN	Sarasota County, FL
Wuxi, China	Salt Lake City, UT
Cunming, China	Cleveland EMS, OH
Shozhou, China	Denver 911, CO
Regione Liguria, Italy	Rochester, NY
Scott Emerg. Comms, IA	San Mateo County, CA
Calvert County, MD	Carrollton PD, TX
Liden, Netherlands	Charleston County, SC
Baltimore City, MD	Calgary, Canada
Columbus Division of Fire, OH	Fond Du Lac County, WI
Miami Dade PD, FL	Cincinnati Emerg. Comms, OH
San Antonio, TX	British Columbia Ambulance, Canada
Baltimore County, MD	Citrus County Sheriff, FL
St. John Ambulance, Australia	Queensland Ambulance Service, Australia
Edmonton Police Service, Canada	Bahrain Ministry of Interior
Erie County, PA	United States Navy

For more than three decades Priority Dispatch has provided solutions to communications professionals around the world who rely on us for training, products and services that match their quest for excellence.

You can count on PDC to provide you with expert support and service every step of the way, from the initial site visit all the way through to International Academy Accreditation.

BY THE NUMBERS WORLDWIDE

PDC/IAED:

- 46 Countries
- 25 Languages/Dialects
- Over 80,000,000 emergency calls with be taken in 2016 through our systems
- Over 71,000,000 population base covered by our emergency call systems
- Over 37 years of the emergency protocols being used
- Over 62,000 IAED Members
- Over 3,300 agencies
- Over 96,000 active medical, police, fire, and nurse dispatching IAED certifications
- Over 1,000 IAED certified instructors
- Over 60,000 subscribers to the IAED's Journal of Emergency Dispatch, published in 9 languages
- First and only peer-reviewed journal of dispatch science – Annals of Emergency Dispatch & Response
- Over 15 years of the EMD Advancement Series – the longest-running and most trusted CDE series in the world
- Over 40 IAED protocol-based research studies published in peer-reviewed journals

PDC in the United States

- 13 of the top 25 cities by population (52%)
- 34 of the top 50 cities by population (68%)
- 70 of the top 100 cities by population (70%)

PDC in Canada

- Every province and territories, except one
- All major cities – Toronto, Vancouver, Montreal, Calgary, Edmonton, Winnipeg, Quebec City, etc.

PDC in Europe

- London, Besancon, Berlin, Manchester, Dublin, Edinburgh, Torino, Zurich, Lugano, Vienna, and over 50 other cities.

PDC in Australia/New Zealand

- Sydney, Melbourne, Queensland, Adelaide, Northern Territory, Tasmania, Victoria, all of New Zealand

PDC in Middle East

- Dubai
- Abu Dhabi
- Kuwait
- Saudi Arabia

PDC in Asia

- All of Malaysia, Singapore, 30+ cities in China, Philippines

Other select PDC locations

- Mumbai, Sao Paulo, South Africa, Botswana, Panama, Mexico, Bahamas, Barbados, Puerto Rico, Trinidad & Tobago



MPDS® DATASHEET

Medical Priority Dispatch System (MPDS) BENEFITS

Establishment of a Unified Standard helps ensure that each caller receives comparable levels of service regardless of the Chief Medical Complaint or the calltaker's experience. A unified standard also facilitates quality improvement procedures because each dispatcher's performance is objectively evaluated.

Safe prioritization of Responses enables agencies to triage responses according to the seriousness of the incident and local needs. This process maximizes resource utility while minimizing the potential for emergency medical vehicle collisions and resource depletion.

Certification of Emergency Medical Dispatchers (EMDs) ensures that competent calltakers are taking the community's emergency calls, building trust in those they serve. Appropriate training always provides the highest level of return when using the MPDS.

Quality Improvement (QI) Procedures measure individual performance against a defined standard. QI ensures a high standard of service for every call regardless of any variable in the calltaker's experience.

Reduction of Liability results when agencies work from a recognized standard of best practices, prioritize responses, certify calltakers, and maintain a robust QI program. All of this is available through the use of MPDS, which provides the most complete package in liability protection for medical dispatch.

Accredited Center of Excellence recognition is achieved by maintaining the highest level of excellence at the dispatch and communication center operations levels. This accreditation by the International Academies of Emergency Dispatch is only given to the very best communication centers and ensures their communities that they are receiving the best possible emergency services.

Medical Priority Dispatch System (MPDS) FEATURES

"Help me! My baby has stopped breathing, tell me what to do!" This caller's 9-1-1 communication center could tell her exactly what to do because they were using MPDS. The certified calltaker was able to quickly gather the crucial information needed to dispatch responders and then, working together with the mother using over-the-phone Pre-Arrival instructions, they helped her baby begin breathing again on his own, even before the paramedics arrived. The baby made a complete and healthy recovery. Cases like this one and millions of others are why the MPDS is the most widely used and respected calltaking protocol worldwide.

Use of a Case Entry system. The MPDS Protocol provides a standardized method for answering each call. Event location and callback numbers are verified and the appropriate Chief Complaint is selected.

Identification and ordering of Key Questions. The protocol identifies and prompts the dispatcher to ask the right questions for each Chief Complaint. The questions and information are logically ordered with scene safety first, followed by other essential information.

Logic-based selection of Response Determinants. Recommendations for response codes are driven by on-scene event information provided by the caller. The specific response codes ensure that calls are triaged according to designated local agency-defined response policy.



Provides Pre-Arrival Instructions for life-threatening situations. Based on the information provided by the caller, the protocol helps calltakers recognize specific, life-threatening situations such as choking, child- birth, airway arrest, and others that can benefit from a Zero-Minute Response. In these incidents, the protocol prompts the calltaker to give easy-to-follow, step-by-step Pre-Arrival Instructions to the caller to support life until field responders arrive.

Provides Post-Dispatch Instructions for callers and calltakers. These important instructions help the call- taker direct the caller to improve scene safety and the effectiveness of the overall response, as well as pro- viding direction to the calltaker in sending notification to additional agencies.



WHY IS A UNIVERSAL PROTOCOL SYSTEM BETTER THAN LOCAL CUSTOMIZATION?

Background

Priority Dispatch is the exclusive worldwide proprietor of the Medical Priority Dispatch System (MPDS), Fire Priority Dispatch System (FPDS), and Police Priority Dispatch System (PPDS) (altogether the “Protocols”).

The content of the Protocols are developed, approved, and provided by the International Academies of Emergency Dispatch (the “Academy”). The Academy is an internationally recognized non-profit standard-setting organization which promotes safe and effective emergency dispatch services worldwide. The Academy has 20 boards, councils, and special committees, including the Council of Standards, Board of Accreditation, Board of Curriculum, Council of Research, and Board of Certification. These boards and committees are chaired and include the world’s foremost experts in medical, fire, and police dispatch. The Protocols are continuously examined and studied to keep current, and changes are made based upon continuing medical, fire, and police research along with practical field experience and from feedback from thousands of emergency dispatch users the world over. More information about the Academy can be found at www.emergencydispatch.org.

These Protocols include, among other things, key questions, pre-arrival instructions, post-dispatch instructions, determinant descriptors, response codes, diagnostic tools, and emergency dispatch codes. To date, these protocols are used in 46 countries and 25 languages/dialects. This year the Protocols will take an estimated 70 million calls. In addition, the Protocols are protected by 39 United States or other international patents, with more than 50 patents pending. Only authorized and properly licensed users may use or have access to the Protocols.

Standard of Care and Practice

The Protocols are the most studied, scientifically proven, robust, and dynamic emergency dispatch systems in the world. Simply put, the Protocols represent the de facto standard of care and practice for emergency dispatch. This is critical because while no preventive measures can preclude somebody from filing a legal complaint of dispatch negligence against an emergency dispatch center, the proper implementation of these protocols (including certification training, and appropriate QA management systems assuring a high level of compliance to the protocol) has proven over time to be an effective protection against such complaints. In 35 years of deployment, neither Priority Dispatch nor to its knowledge, any such properly licensed and maintained users of the protocols has ever been liable in a dispatch negligence lawsuit over use of, or the training of the protocols.

Agencies, in meeting their responsibility to select an emergency protocol system and training program (whether it is fire, medical, or police) may choose to develop its own, or they may choose to acquire the right to use proprietary protocols and training programs from others. In either case, the agency is responsible for the evaluation, training, selection, operation, and use of the protocol systems and training programs as they determine to be appropriate for their particular needs. This is equivalent to the selection and use of protocols and training programs for other emergency programs and techniques. For example, an emergency service provider that selects the American Red Cross training program or the American Heart Association’s CPR protocol is solely responsible for its delivery of CPR through its trained EMT’s or Paramedics. If an emergency service provider used a CPR protocol that was considered inferior to the generally accepted CPR protocol, liability may fall on the emergency service provider for failure to meet the general standard of care in the industry.



The Protocols, as developed by the Academy, represent the de facto standard of care. When an agency is faced with a dispatch negligence lawsuit the negligence question will be whether the agency and its dispatcher(s) followed the Protocols or not. Simply put, if you follow the Protocols you will meet the standard of care (another reason why QA is so important). Further, if there was ever an issue, or the Protocols were ever challenged, you can be assured that both Priority Dispatch and the Academy would be right there vigorously defending the proper use of the Protocols by trained emergency call takers/dispatchers.

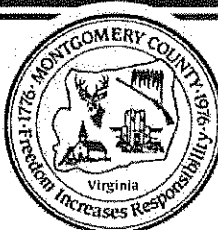
In fact, because of this standard of care, several American ambulance/ems/9-1-1 insurers actually provide discounts for using the Protocols and training. Some even require its usage as a prerequisite before issuing a policy.

Summary

Based on the foregoing, the Academy strongly discourages the modification or customization of any emergency call processing system without proper research, vetting and process oversight. Unsubstantiated or improperly vetted modifications or customizations could result in tremendous safety and/or legal ramifications.

MONTGOMERY COUNTY

HEATHER M. HALL, PROCUREMENT MANAGER
PURCHASING DEPARTMENT
MONTGOMERY COUNTY • VIRGINIA



755 ROANOKE ST, SUITE 2C • CHRISTIANSBURG, VA 24073
PHONE: 540.382-5784 • FAX: 540.382.5783
WWW.MONTGOMERYCOUNTYVA.GOV

April 6, 2017

Priority Dispatch Corp.
Attn: Brent Hawkins
110 S. Regent Street, Suite 500
Salt Lake City, UT 84111
Brent.Hawkins@prioritydispatch.net

Dear Mr. Hawkins:

**SUBJECT: MONTGOMERY COUNTY RFP # 17-30
NRVECRA EMD**

Thank you for submitting a proposal to the subject RFP.

We have reached the point in the evaluation process where we are ready to interview and negotiate as provided for in Section V.A. of the RFP. We are pleased to inform you that Priority Dispatch Corp., has been selected to participate in the process. Per our conversations, you are scheduled for May 9, 2017 at 3:30 p.m.

This meeting will be your time to tell us why the NRVECRA should contract with your firm for these services. You will be allotted 30 minutes for your presentation followed by a 30 minute question and answer session with the selection committee to address the attached questions and any that may arise from this discussion. We would appreciate having the answers back to me by Friday, May 5, 2017 so the committee can review and be ready for the meeting to discuss the answers. The selection committee consists of three NRVECRA members, three rescue members from participating agencies and a Montgomery County Operational Medical Doctor (OMD). I will also sit in on this meeting to facilitate.

We look forward to speaking with you on the 9th.

Sincerely,

Heather M. Hall

Heather M. Hall, C.P.M., Procurement Manager

EXHIBIT

E

Please provide answers to the following questions under the Statement of Need question and response number listed below:

6. Integration to Tyler CAD

Please elaborate on the integration to Tyler Enterprise CAD v11. Do you have current customers utilizing this release of CAD and are there any considerations if we upgrade to a higher version in the future?

7. Automated QA/QI

Please provide a QA/QI sample report and plan to demonstrate the functionality.

10. Customization/Modification

What is the typical timeline for customizations to be implemented?

11. "In-house" Certified Instructors

Due to the process to certify in house instructors and location of training, please provide a list of agencies with certified instructors within Virginia and surrounding states? What are the certified instructor requirements and frequency?

12. EMD Continuing Education

What is the minimum number of continuing education hours required?

13. 24/7 Technical Support

Please provide more details regarding the 24/7/365 support. Will a qualified individual be available by telephone during all hours or are there different response times? Please indicate all methods for reporting issues with response capabilities.

While other factors such as proposed solution with overall functionality and support, training/certification requirements and methods, qualifications and experience and references are considered during this process, price and fees are a consideration. With this in mind, please provide your most competitive price structure.



MONTGOMERY COUNTY, VIRGINIA

New River Valley Emergency Communications Regional Authority

SUPPLEMENTAL RESPONSE

Due Date: Friday May 05, 2017

RFP# 17-30

Emergency Medical
Dispatch Software System

Priority Dispatch Corp.
110 Regent Street, Suite 500
Salt Lake City, Utah 84111, USA
prioritydispatch.net

**Priority
Dispatch**



April 28, 2017

VIA EMAIL

Montgomery County Purchasing Dept.
Attn: Heather M. Hall, C.P.M.
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
hallhm@montgomerycountyva.gov

RE: Supplemental Response -Montgomery County / New River Valley Emergency
Communications Regional Authority
RFP # 17-30
Additional Response Due: May 5, 2017

Dear Ms. Hall:

Priority Dispatch Corp. is very pleased to be given the opportunity to present live on May, 9th 2017, at 3:30 p.m. Mr. Jose Rodriguez will be giving the live presentation, while Mr. Todd Johnson and Mr. Adam Hinckley will be conferencing in to assist with questions. In response to your additional questions for clarification, please see the attached Supplemental Response to RFP. In the interim, we would be happy to answer any additional questions you may have.

We look forward to meeting you,

Sincerely,

Brent E. Hawkins
Vice President &
General Counsel

Attachments:
Supplemental Response to RFP#17-30



110 South Regent Street, Suite 500 • Salt Lake City, Utah 84111 USA • phone: 800.363.9127 fax: 801.363.9144



SUPPLEMENTAL RESPONSE TO RFP

County of Montgomery: RFP# 17-30
Emergency Medical Dispatch Program For
New River Valley Emergency Communications Regional Authority

Priority Dispatch Corp. (Priority Dispatch) hereby submits its Supplemental Response to the following questions:

6. Integration to Tyler CAD

Please elaborate on the integration to Tyler Enterprise CAD v. 11. Do you have current customers utilizing this release of CAD and are there any considerations if we upgrade to a higher version in the future?

Tyler's interface for ProQA® Paramount was originally certified at the Platinum level on their .Net Product (renamed Enterprise) on version 10.0 SP3, so the interface code in version 11 would be at the same functionality as the Platinum Level. As Priority Dispatch adds new features or enhancements to our software over time, we regularly update our CAD partners to let them know of any changes. Regarding specific clients on version 11 of Enterprise CAD, Priority Dispatch does not record the CAD versions of our clients, but we have worked closely with the Tyler team over the past decade and are actively engaged with their development group.

7. Automated QA/QI

Please provide a QA/QI sample report and plan to demonstrate the functionality.

Please see the QA/QI sample report attached hereto as "Exhibit I".

10. Customization/Modification

What is the typical timeline for customizations to be implemented?

Agencies may submit recommendations for changing the MPDS protocol content and logic through the Proposal for Change (PFC) process. The timeline for PFC's to be evaluated, approved, developed and released (in cardsets, software, and curriculum) varies. Historically, release of new protocol versions has been approximately every two to three years for each discipline. PFC's can result in version updates to the protocol for world-wide distribution, or they can allow agencies to customize preferences at the local level (i.e., changes in protocol definitions).

Customization of MPDS protocol can take place at the local level in all response configurations, protocol definitions (for each discipline) and various ProQA settings. These changes can be implemented in the software immediately. What takes time, that cannot be generally quantified, is an agency's process for identifying/determining each change, achieving approval by their agency administrators, and orienting/training the communications workforce.



11. "In-house" Certified Instructors

Due to the process to certify in house instructors and location of training, please provide a list of agencies with certified instructors within Virginia and surrounding states? What are the certified instructor requirements and frequency?

The comprehensive implementation process is designed to ensure system success and IAED Accreditation. Once Accreditation is achieved, qualified agency personnel may apply to become IAED certified instructors. Prerequisites for IAED Instructor certification may be found at: emergencydispatch.org/InstructorMedical See attached 20 Points of Accreditation and Self-Assessment attached hereto as "Exhibit 2".

In your state and surrounding area, EMD instructor availability is as follows:

Virginia:	2 EMD instructors
North Carolina:	11 EMD instructors
Maryland:	4 EMD instructors
Tennessee:	4 EMD instructors
Delaware:	2 EMD instructors

Priority Dispatch is committed to making certification training available and economical. The cost to train and certify new calltakers is the same regardless of whether we provide a local instructor or fly one in. We provide over 150 EMD courses each month in the United States. A complete list can be found at: courses.prioritydispatch.net.

If you have any remaining concerns about our ability to provide timely training, we'd be happy to put you in touch with a number of our 2,200 EMD users in the USA to discuss the availability of timely certification training.

12. EMD Continuing Education

What are the minimum number of continuing education hours required?

Twenty-Four (24) hours every two years in addition to CPR certification.

13. Technical Support

Please provide more details regarding the 24/7/365 support. Will a qualified individual be available by telephone during all hours or are there different response times? Please indicate all methods for reporting issues with response capabilities

Our Software Support department does provide 24/7/365 support via phone. Our normal business hours are M-F 6:30am-5pm MT, however after-hours emergency support is available by contacting Support at 866-777-3911 and selecting Option 1 for "ProQA down". These calls are routed to our on call personnel for immediate assistance. Emails received outside normal business hours deemed non-critical will be answered the following business day. Support can be reached via two methods (phone/email) currently with a third web option coming soon.

REQUEST FOR BEST COMPETITIVE QUOTE:

Attached hereto as Exhibit "3".



EXHIBIT 1: QA/QI SAMPLE REPORT

Section 1: Quality Improvement (QI) Reports

QI

This report has two Sections: A summary followed by a case-by-case detailed breakdown. The summary is self explanatory. It gives an overview of deviations and the total number of cases that fall within five different review levels, based on these deviations. Following the summary is a list by case number/date/time and the number of deviations within the case. High Compliance cases are listed first followed by Compliant then Partial and so forth. This allows supervisors to isolate which particular cases caused the overall review level ratings.

The review level category names differ between EMDQ 9/9a; EFDQ 4/4a; EPDQ 4/4a

EMDQ 9a, EFDQ 4a, EPDQ 4a, ECNSQ 2

High Compliance
Compliant
Partial Compliance
Low Compliance
Non Compliant

EMDQ 9, EFDQ 4, EPDQ 4, ECNSQ 1

Meets Standards 1
Meets Standards 2
Noncompliance 1
Noncompliance 2
Noncompliance 3

QI Report						QI Report							
per later agency						(No Star applied)							
Licensing Product: FMC						Selected Product: QM							
QI Summary						Case Number	Call Date	Call Time	Critical Deviation	Major Deviation	Moderate Deviation	Minor Deviation	
Review Level	Number of Cases	Critical Deviation	Major Deviation	Moderate Deviation	Minor Deviation	High Compliance (83)							
High Compliance	83	0	0	0	0	1	08272423	10/1/2014	17:03:26	0	0	0	0
Compliant	29	0	0	21	12	2	08275530	10/1/2014	12:10:44	0	0	0	0
Partial Compliance	7	0	6	2	3	3	08275893	10/1/2014	15:35:42	0	0	0	0
Low Compliance	3	0	1	0	2	4	08277118	10/1/2014	04:40:50	0	0	0	0
Non Compliant	22	21	38	14	6	5	08277909	10/1/2014	16:51:36	0	0	0	0
Totals:	124	21	35	25	25	6	08278802	10/1/2014	23:44:00	0	0	0	0
						7	08279203	10/1/2014	14:10:51	0	0	0	0
						8	08280897	10/6/2014	11:18:49	0	0	0	0

PERFORMANCE (INDIVIDUAL, SHIFT, AND AGENCY)

These reports give a visual look at compliance to protocol. This will help you precisely tailor training for your center at all levels and are ideal to provide feedback to call takers. They specifically identify areas causing the deviations which resulted in the compliance scores seen in the QI Report described above. The report is divided into two major categories: 1) Deviations from Standards and 2) Key Questions.

Deviations from Standards

This shows the severity/amount of deviations (critical/major/moderate/minor) from standards. The following is a sample from an Agency Performance Report. Within the critical deviations area, there were 283 possibilities to deviate from the standard. As an example, for the Chief Complaint Selection, out of the 283 opportunities, 281 were correct and two calls were deemed a critical deviation.



These values have a direct correlation to the ACE reports referenced in Section 2. Using 283 as the denominator (opportunities to deviate) and the value of 2 as the numerator (deviations), the result will .71% (2 divided by 283) which will reflect on the Agency ACE Performance report under the Critical column in Chief Complaint as shown below:

CRITICAL

Chief Complaint Selection	283	281	2
Address obtained	283	283	
Callback number obtained	283	283	
Calltaker did not shunt appropriately	283	279	4
Determinant Level incorrect	283	280	3
Used prohibited behavior (Customer Service Standard 8)	283	283	
Failure to follow appropriate DLS Links	283	280	3
Failure to move to a more appropriate Protocol	283	283	

(AGENCY ACE PERFORMANCE REPORT see Section 2)

Percentage of Deviations		Critical	Major	Moderate	Minor
Case Entry	Agency	0.00%	0.12%	1.17%	0.00%
Chief Complaint	Agency	0.71%	0.50%	0.35%	0.00%
Key Questions	Agency	0.71%	0.33%	0.54%	0.42%

The Major deviations in the following report would need to be calculated with a higher denominator to correlate with the ACE report. There are six major deviation possibilities that apply to Case Entry. In this example, there are two Major deviations out of a possible 1,698 (283 x 6). The result would be calculated as: $2/1698 = .12\%$

MAJOR

Address asked and verified	283	282	1
Callback number asked and verified	283	283	
"Tell me exactly what happened" asked	283	283	
Age not asked	283	283	
Consciousness question not asked	283	283	
Breathing question not asked	283	282	1
Level 1 diagnostic not used	283	283	
Determinant Descriptor incorrect	283	278	5
Determinant Suffix incorrect	283	280	3
Failure to follow appropriate protocol links	283	283	
Failure to gather appropriate Description Essentials	283	283	



(AGENCY ACE PERFORMANCE REPORT see Section 2)

Percentage of Deviations		Critical	Major	Moderate	Minor
Case Entry	Agency	0.00%	0.12%	1.17%	0.00%
Order Complaint	Agency	0.71%	0.00%	0.35%	0.00%
Key Questions	Agency	0.71%	0.35%	0.54%	0.42%

Key Questions

This area shows which key questions were presented to the call taker(s) and how often each question occurred. In the example below, call takers asked the question 305 times during the period of this report. The call taker read it correctly 300 times; it was read insignificantly incorrect two times; read completely incorrect two times; not read at all once; and recorded incorrectly in ProQA twice.

KQ -	Correct	Insignificant	Incorrect	Not Asked	Recorded Incorrectly
------	---------	---------------	-----------	-----------	----------------------

Is she breathing normally?

305

300

2

2

1

2

This area can also be directly correlated to the ACE Performance reports but it would be much more difficult to do because of the volume of KQ's in the report. You would also need a thorough understand of the performance standards to determine deviation severity based on the categories reported. Refer to IAED Performance Standards publications for further guidance.

INCIDENT PERFORMANCE

This report details each reviewed case and the calltaker's adherence to the protocol. It adds the number and severity of deviations (critical, major, moderate etc.) and applies the performance standard to determine the call's overall compliance. This report, used in combination with the Individual Performance Report, are very useful feedback tools for supervisors identifying, documenting, and addressing training deficiencies/strengths.

In the following example, a major deviation of "Age not asked" resulted in an overall Partial Compliance for the case (EMDQ9a). Also note that any comment made in AQUA will be displayed on this report and is the only report which will do this.



Incident Performance

Case #: 0012 **Partial Compliance**

(No filter applied)

Selected Protocol: FMD

Dispatcher name: JOHN HANCOCK

Position:

Date of Call: 11/25/2014

Complaint description: stomach really hurts

Time: 01:00:00

Agency: JOHNSTON

Shift/Team:

Caller party: 1st

How obtained? 000

CRITICAL

Compliance

Chief Complaint Selection	Compliant
Address obtained	Compliant
Callback number obtained	Compliant
Calltaker did not shunt appropriately	Compliant
Determinant Level incorrect	Compliant
Used prohibited behavior (Customer Service Standard 8)	Compliant
Failure to follow appropriate DLS Links	Compliant
Failure to move to a more appropriate Protocol	Compliant

MAJOR

Compliance

Address asked and verified	Compliant
Callback number asked and verified	Compliant
"Tell me exactly what happened" asked	Compliant
Age not asked	Noncompliant
Comment: You have made this error repeatedly this month. We must solve this John	
Consciousness question not asked	Compliant
Breathing question not asked	Compliant
Key Question not asked	Compliant
Level 1 diagnostic not used	Compliant
Determinant Descriptor incorrect	Compliant
Determinant Suffix incorrect	Compliant
Failure to follow appropriate protocol links	Compliant

Under the Compliance column on the right side of the report, it will only show Compliant or Noncompliant and is simply a way to identify that deviation(s) exist. There are no varying levels of compliance like those that are possible for the overall compliance score (e.g. Partial, Low, High etc.)

Toward the end of the report there's a breakdown of the key questions available and asked.

In an attempt to keep the report as brief as possible, there are some areas within the Deviations categories (Critical, Major etc.) that will reflect Noncompliant just once. However, there might be multiple instances that have caused the overall report to tip over into a lower category in accordance with the performance standard. It isn't always possible to add the number and type of deviations to validate the overall compliance. It might need further investigation. The following is an example.



Three key questions asked incorrectly (three distinct moderate deviations) will only show as one entry for Noncompliance under "Any Case Entry or Key Question asked incorrectly." AQUA will still calculate overall compliance using each instance as a moderate deviation.

MODERATE	Compliance
Any Case Entry or Key Question asked incorrectly	Noncompliant
Answer to any question recorded incorrectly	Compliant
Any freelance question asked	Compliant
Any freelance instruction given	Compliant

The final part of the report shows overall compliance and an area for detailed comments. The comments block is an opportunity to copy/paste applicable performance standards, outline a training plan, and set goals for improvement. There are many possible uses to tailor the comments block to fit your local needs and document the feedback session.

Overall Performance: Low Compliance

Comments:

Please review the following Performance Standard You violated the first standard three times in one call

MODERATE Deviations

Failure to ask a Key Question correctly

Asking any protocol question or giving any protocol instruction in an inappropriate area

Asking a freelance question

Giving a freelance instruction

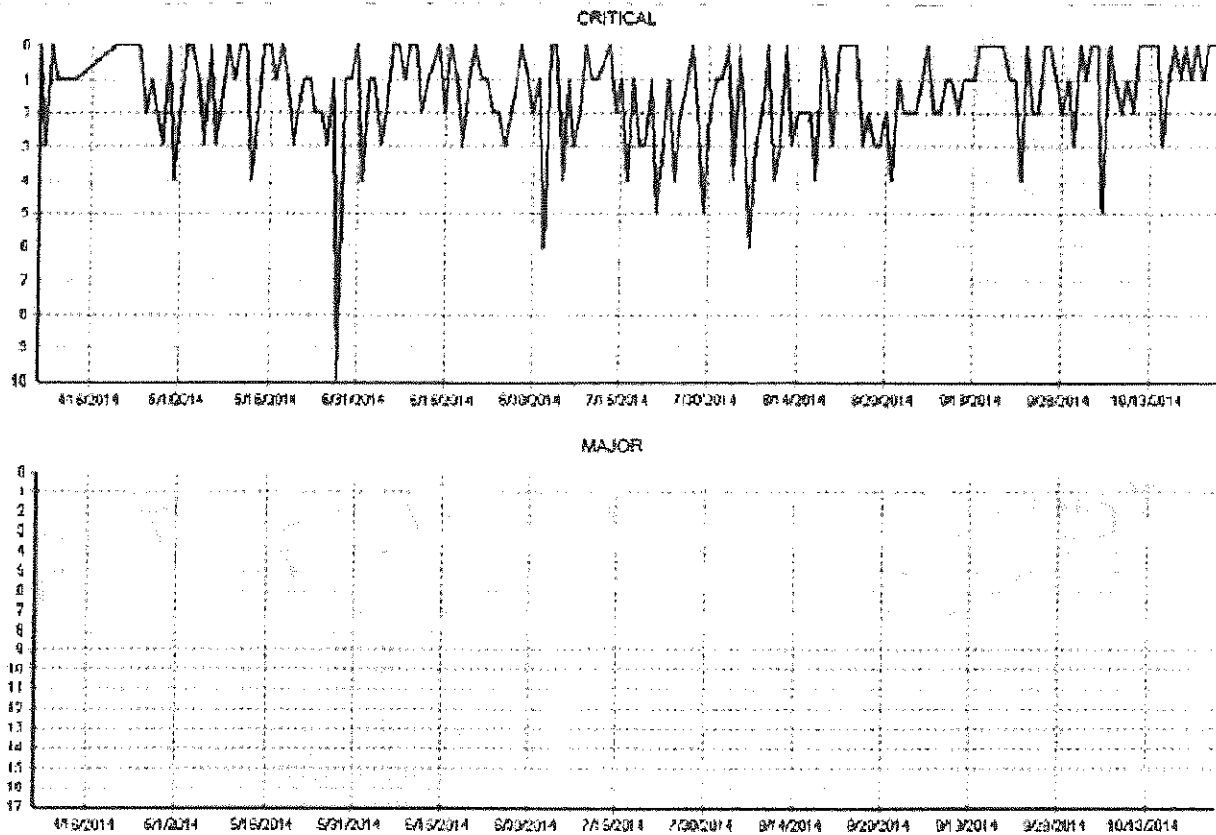
Incorrect/incomplete gathering of Description Essentials information

Failure to record the answer to a Key Question correctly (ProQA® export only)

TRENDS - INDIVIDUAL AND AGENCY (NOT AVAILABLE FOR ECNS)

These reports will give a visual understanding of how your agency or an individual performs over a representative sampling period. You'll create charts for Critical, Major, Moderate, and Minor deviations.

Investigating the reasons behind sharp downward trends will expose training weaknesses either with an individual, a particular protocol, or a local process. You'll be able to drill down to the root cause of the trend by analyzing other QI reports.



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AQUA

Agency Trends

11/25/2014

Section 2: ACE Reports

ACE PERFORMANCE

This report contains the critical overall agency values reported to the IAED for accreditation purposes. There are two areas within this report: **Overall Compliance** and **Percentage of Deviations**. Please refer to appropriate IAED publications to determine acceptable minimum standards for accreditation.

The **Overall Compliance** section is a percentage calculation of where your cases fell into the five compliance categories. These values are rounded individually, including the "Totals" row so you will see instances (as shown below) where the sum of the five values will not be 100%. To narrow down the causes for the number of cases in each compliance category, analyze output from the QI reports described in Section 1.



	Percent	Number of Cases
High Compliance	35%	311
Compliant	23%	200
Partial Compliance	9%	81
Low Compliance	2%	22
Non-Compliant	30%	269
Totals	100%	883

The **Percentage of Deviations** section calculates a percentage value by using the number of recorded deviations in each category (Critical/Major/Moderate/Minor) divided by the total number of possible deviations within that category across all cases reviewed. These possible deviations can vary widely as different protocol paths are followed. For more detailed information on possible deviations and the effect they have on ACE reports, refer to next page describing Agency, Shift, and Individual ACE Performance reports.

Percentage of Deviations	Critical	Major	Moderate	Minor
Total Accreditation Acceptance	3.47%	7.23%	2.91%	1.83%

These accreditation standards relate to the following

FMD-Q Performance Standards – Edition 9a

EFD-Q Performance Standards – Edition 4a

EPD-Q Performance Standards – Edition 4a

AGENCY ACE PERFORMANCE, SHIFT/TEAM PERFORMANCE, INDIVIDUAL PERFORMANCE

These reports are the same as the ACE report mentioned above but with color coding and a greater amount of detail. As each name implies, they can be narrowed down to the individual employee. Color coding thresholds are based on IAED Standards for Accreditation.

Total Compliance:

	Percent	Number of Cases
High Compliance	35%	311
Compliant	23%	200
Partial Compliance	9%	81
Low Compliance	2%	22
Non-Compliant	30%	269
Totals	100%	883



The total compliance in the upper left of these reports are calculated the same way as the ACE Performance report. The red line indicates the minimum ACE threshold set by the IAED.

Percentage of Deviations:

Percentage of Deviations		Critical	Major	Moderate	Minor
Case Entry	Individual	0.00%	0.00%	0.00%	0.00%
	Shift/Team	0.00%	0.00%	11.76%	0.00%
	Agency	0.00%	0.00%	9.30%	0.00%
Chief Complaint	Individual	0.00%	50.00%	0.00%	0.00%
	Shift/Team	20.00%	20.00%	0.00%	0.00%
	Agency	15.38%	7.69%	0.00%	0.00%
Key Questions	Individual	0.00%	0.00%	0.00%	0.00%
	Shift/Team	0.00%	0.00%	1.86%	0.00%
	Agency	0.00%	0.00%	1.76%	0.00%
Dispatch Life Support	Individual	0.00%	0.00%	0.00%	0.00%
	Shift/Team	0.00%	0.00%	0.00%	0.00%
	Agency	0.00%	0.00%	0.00%	0.00%
Final Coding	Individual	0.00%	0.00%	0.00%	0.00%
	Shift/Team	0.00%	0.00%	0.00%	0.00%
	Agency	0.00%	0.00%	0.00%	0.00%
Customer Service	Individual	0.00%	0.00%	0.00%	0.00%
	Shift/Team	0.00%	0.00%	0.00%	11.43%
	Agency	0.00%	0.00%	7.69%	6.76%
Total Accreditation Acceptance	Individual	0.00%	2.06%	2.06%	0.00%
	Shift/Team	2.22%	1.18%	2.63%	3.42%
	Agency	1.71%	0.44%	2.65%	2.65%

The detailed portion of the Percentage of Deviations breaks down the severity of the deviation by major areas within the protocol (Case Entry, Chief Complaint, Key Questions etc.).

It also applies the same color coding threshold to these individual values that it applies to the Total Accreditation Acceptance values which define the IAED minimum ACE standards. These detailed areas are not reported to the IAED for ACE purposes. Only the bottom line is reported.

This can be misleading because the values may be alarmingly high. In some cases, they'll be unavoidably high. AQUA calculates the total deviations within that particular category only. In some instances, there are very few potential deviations. The total Accreditation line along the bottom uses all possible deviations as the denominator, diluting the higher values seen in the detailed portion to their appropriate statistical relevance.

To gain an understanding of the impact these detailed areas have on the Total Accreditation Acceptance, you should analyze the QI reports as mentioned in Section 1.

Another situation which can cause unnecessary alarm might occur in EFD or EPD and to a lesser extent in EMD/ECNS. The only possible moderate deviations in Case Entry for Fire and Police are:

- Asking a protocol question or giving a protocol instruction in an inappropriate area
- Asking a freelance question in an inappropriate area
- Giving a freelance instruction in an inappropriate area



All three of these deviations are only possible after they happen and then they are always wrong. This means that the moderate field for Case Entry will always be 0 or 100%. As soon as one person makes one of these moderate errors, the field will always be 100%. It doesn't matter if there is 1 error or 10,000 errors. There is no way to dilute it because perfect cases have 0 possible moderate errors which means nothing is added to the denominator for a perfect case. The following is an example of this. Just one freelance question was asked in Case Entry out of 800 calls reviewed. However, look at the bottom line. The 100% was completely diluted:

Percentage of Deviations		Critical	Major	Moderate	Minor
Case Entry	Agency	0.00%	4.51%	100.00%	1.72%
Chief Complaint	Agency	0.00%	0.86%	2.52%	0.50%
Key Questions	Agency	1.00%	1.64%	2.17%	0.58%
Dispatch Life Support	Agency	0.87%	0.00%	50.00%	11.61%
Final Coding	Agency	0.00%	1.25%	0.00%	0.00%
Customer Service	Agency	0.00%	0.00%	3.45%	0.00%
Total Accreditation Acceptance	Agency	1.34%	1.03%	2.59%	1.32%



EXHIBIT 2

INTERNATIONAL ACADEMY OF EMERGENCY MEDICAL DISPATCH®

Accreditation / Re-Accreditation



APPLICATION & SELF-ASSESSMENT

This document guides desiring agencies through a Self-Assessment Study to be recognized by the Academy as an Accredited Center of Excellence (ACE).

A site evaluation is required for all accreditations and may be required for re-accreditations at the option of the Board of Accreditation. Contact the Academy for the current site evaluation fee, award presentation fee, etc.

Agencies must submit two printed summary copies of all material with supporting files stored on a standard CD or thumb drive.

☐

Accreditation Application

☐

Re-Accreditation Application

For application, processing, and review fee, see insert.

☐

Enroll in Accreditation Maintenance Plan

☐

Currently enrolled in Accreditation Maintenance Plan

For more information, please contact the **Accreditation Planning & Assistance Division**, **Carlynn Page**, Associate Director, at the address and phone listed below, or see insert.

The Academy's accreditation process and the associated Advanced Medical Priority Dispatch System® (MPDS) protocols are based on generally accepted medical dispatch practice standards as published and promulgated by the National Association of EMS Physicians (NAEMSP), ASTM International, the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), and the American Medical Association (AMA), among others.

The International Academy of Emergency Medical Dispatch®

110 South Regent Street, 8th Floor, Salt Lake City, UT 84111
Phone: 801-359-6916 • Fax: 801-359-0996 • ace@emergencydispatch.org

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North American English • EMD Accreditation Application • 141029



International Academy of Emergency Medical Dispatch®

TWENTY POINTS OF ACCREDITATION

The Accreditation Self-Assessment Study must formally document and describe the following:

- 1. Communication center overview and description**
 - a. Document the total number of stations that are active (calltaking and dispatching) and the number of supervisory or standby stations. Enter on line 9 of the application form.
 - b. Include a floor plan showing the placement of each workstation.
 - c. List any current accreditations and the accrediting body.
- 2. Medical Priority Dispatch System™ (MPDS®) version and licensing confirmation**
 - a. Provide the following, as applicable:
 - i. MPDS protocol version number
 - ii. ProQA® Paramount version number
 - iii. AQUA® version number
 - iv. ED-Q™ Performance Standards edition number
 - b. Include documentation (policy, directive, etc.) stating that the most recent versions of the MPDS (ProQA Paramount and/or cardsets) and the Performance Standards will be implemented within one year of their release.
- 3. Current Academy EMD certification of all personnel authorized to process emergency calls**
 - a. Provide a list of all EMDs including their names, hire dates, last certification dates, next recertification dates, and Academy EMD certification numbers.
- 4. All EMD certification courses are conducted by Academy-certified Instructors, and all case review is conducted by Academy-certified ED-Qs**
 - a. If you have an in-house or contracted instructor, include her/his name, next recertification date, and certification number.
 - b. Provide a list of all ED-Qs, including their names, next recertification dates, and Academy ED-Q certification numbers.
- 5. Full activity of quality improvement (QI) committee processes**
 - a. Include copies of agendas and minutes of all Dispatch Review Committee (DRC) and Dispatch Steering Committee (DSC) meetings (at least two DRC meetings and one DSC meeting in the six months immediately preceding the application).
 - b. List the names and titles of all committee members for the following:
 - i. Quality Improvement Unit
 - ii. Dispatch Review Committee
 - iii. Dispatch Steering Committee
 - c. List the objectives and tasks of each of these committees.
- 6. IAED quality assurance and improvement methodology**
 - a. Attach a complete description of the methods used to evaluate EMD performance and correct use of the MPDS as outlined in the ED-Q Course Manual (consistent reviewing practices). The document should outline the following:
 - i. How cases are randomly selected.
 - ii. The minimum number of cases reviewed monthly.
 - iii. Any special case review practices employed. This may include cases the agency has identified that warrant additional reviews, such as cardiac arrest, choking, and childbirth.
 - b. Attach a detailed description of how EMD performance is checked, tabulated, and tracked.
 - c. Include details and dates of when case review began and how scores were shared with each employee.
 - d. Include details and dates of when shift and center scores were posted and how they were posted.

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7. Consistent case evaluation that meets or exceeds the Academy's minimum expectations

- a. The minimum case evaluation requirement is based on agency size, as follows:
 - i. Agencies whose annual call volume is above 500,000 are required to audit 1% of their cases.
 - ii. Agencies whose annual call volume is between 43,333 and 500,000 are required to audit a percentage ranging between 3% and 1%. Use the sliding scale calculator on the Academy's Web site to calculate your agency's required percentage and provide a printed screenshot of the calculation and total.
 - iii. Agencies whose annual call volume is between 1,300 and 43,332 are required to audit 1,300 cases (25 per week).
 - iv. Agencies whose annual call volume is below 1,300 are required to audit 100% of their cases.
- b. List the total number of emergency medical calls the center received in the six months immediately prior to the accreditation application.
- c. List the total number of cases reviewed in the same time period.

8. Historical baseline QA data from Initial Implementation of structured Academy QA processes (first QI Summary Report, if available*)

- a. A baseline QI Summary Report, Agency ACE Performance Report (or equivalent) that includes the following:
 - i. Case Entry compliance
 - ii. Key Question compliance
 - iii. DLS compliance
 - iv. Chief Complaint selection compliance
 - v. Final coding compliance
 - vi. Total compliance level
 - b. Determinant Drift Reports (or equivalent) for the center
- *Indicate on cover letter if these items are not available.

9. Monthly average case evaluation compliance levels for the communication center for the six months preceding the accreditation application, with compliance levels at or above accreditation levels for at least the three months immediately preceding application

- a. Include Accreditation report showing compliance at or above the following expected minimum performance levels for at least the three months preceding the application:

	ACE
High Compliance	
Compliant	
Partial Compliance	10%
Low Compliance	10%
Non-Compliant	7%

Percentage of Deviation Accepted	Critical Deviation	Major Deviation	Moderate Deviation	Minor Deviation
	3%	3%	3%	3%

- b. Include a Communication Center Determinant Drift Report for the three months preceding the application showing that under-response and over-response each occur in no more than 5% of cases.



10. Verification of correct case evaluation and QI techniques, validated through Independent Academy review

- a. Provide copies of 25 case review audio files with completed Case Evaluation Records and Incident Performance Reports for Academy assessment.
 - i. Include 22 calls from the one-month period immediately preceding the application. These calls must be selected purely at random; they must not be cases specifically marked for feedback or other review.
 - ii. State the process for random selection of these calls.
 - iii. Include an additional 3 cases involving Pre-Arrival Instructions. These cases should include the first case with Pre-Arrival Instructions reviewed in each of the three months immediately preceding the application.

11. Implementation and/or maintenance of MPDS orientation and case feedback methodology for all field personnel

- a. Describe your MPDS field personnel orientation process.
 - i. Include copies of handouts, presentations, and any other materials used.
 - ii. List the number of Field Responder Guides distributed, along with the dates these were given out.
- b. Describe your EMD case feedback methodology.
- c. Include a blank copy of the field feedback form utilized by your agency.
 - i. Include documentation of the dates field feedback forms were distributed to all field stations.

12. Verification of local policies and procedures for implementation and maintenance of the MPDS. Include all policies relating to EMD practices, which must include the following:

- a. Implementation and application of MPDS.
- b. Medical Director approval of all MPDS protocols, including those requiring local approval, for example:
 - OBVIOUS DEATH and EXPECTED DEATH
 - OMEGA referrals (if applicable)
 - HIGH RISK Complications for childbirth
 - Protocol 33 ACUITY Levels (if applicable)
 - Aspirin Diagnostic and Instruction Tool
 - STROKE Treatment Time Window
 - Cardiac Arrest Pathway
- c. Protocol compliance.
 - i. Quality improvement
 - ii. CDE requirements
 - iii. Performance management and remediation
 - iv. Customer service skills (how customer service scores are addressed by your agency)
 - v. Language translation processes
- d. A policy stating that all emergency medical calls are only processed by EMD-certified personnel, and that employees are removed from their calltaking duties if their certification is expired, suspended, or revoked.

13. Copies of all documents pertaining to your continuing dispatch education (CDE) program

- a. Submit the CDE schedules and topics for the past six months.
 - b. Submit EMD attendance records.
 - c. Submit a CDE schedule draft for the next six months.
- ☐ Check this box if utilizing the *EMD Advancement Series*.



14. Secondary Emergency Notification of Dispatch (SEND) orientation

- a. Include documentation of the distribution of SEND Protocol information to all police and fire dispatchers and to other agencies routinely forwarding emergency calls.
 - i. List the other agencies as applicable.
- b. Include documentation of agencies trained, copies of attendance records, and any training materials used for this process.

☐ Check this box if utilizing the *Special Procedures Briefing CD on SEND*.

15. Established local response assignments for each MPDS Determinant Code

- a. Include a description of the process for developing response assignments.
- b. Include a list of all MPDS Determinant Codes and each locally determined response assignment.
- c. Include copies of the specific Dispatch Steering Committee (DSC) minutes with verification that all response assignments are approved.

16. Maintenance and modification processes for local response assignments to MPDS Determinant Codes

- a. Provide documentation describing how local MPDS response assignments are regularly reviewed and how recommended changes are approved.

17. The communication center's incidence (number of occurrences) of all MPDS codes and levels for the six months immediately preceding application

- a. Each Chief Complaint (1-37).
- b. Each individual Determinant Code (approximately 393).
- c. Each Determinant Level (Ω, A, B, C, D, and E).

18. Appointment and appropriate involvement of the Medical Director to provide oversight of the center's EMD activities

- a. List the name, address, license number, and country/state/province (or equivalent) in which the Medical Director is licensed to practice.
- b. Include a copy of the documentation appointing the Medical Director.
- c. List the approved roles and responsibilities of the Medical Director within the dispatch system.

19. Agreement to share nonconfidential EMD data with the Academy and others for the improvement of the MPDS and the enhancement of EMD in general

- a. Include written verification, signed by the agency's senior executive, agreeing to the above requirement.
- b. Include written verification, signed by the agency's senior executive, agreeing to submit the semiannual compliance summary reports to the Academy (submitted electronically through the Academy's Web site).

20. Agreement to abide by the Academy's Code of Ethics, Code of Conduct, and the standards set forth for an Accredited Center of Excellence

- a. Include written verification, signed by the agency's senior executive, agreeing to the above requirement.
- b. Provide the date, location, and verification of the prominent posting of the Code of Ethics and Code of Conduct.



International Academy of Emergency Medical Dispatch®

ACCREDITATION/RE-ACCREDITATION APPLICATION



FOR OFFICE USE ONLY:

Date Application Received: _____ Board-Assigned Reviewer: _____
 Date Payment Received: _____ Date Review Paperwork Received: _____
 Date Call Samples Received: _____ Date Re-Accreditation Approved/Denied: _____

☐ Accreditation ☐ Re-Accreditation

GENERAL CONTACT INFORMATION: (Please type or print. Attach additional paper as necessary.)

- 1) Name of Agency or Organization: _____
- 2) Primary Contact Person: _____ Title: _____
 Daytime Phone Number: _____ Fax: _____
 Mailing Address: _____ E-mail Address: _____
 City: _____ ST/Prov: _____ Postal Code: _____ Country: _____
- 3) Chief or Executive Officer (or management equivalent): _____
 Address (if different from above): _____
 City: _____ ST/Prov: _____ Postal Code: _____ Country: _____
- 4) Medical Director/Advisor (or equivalent): _____
 Address (if different from above): _____
 City: _____ ST/Prov: _____ Postal Code: _____ Country: _____
 Specialty: _____ License #: _____ ST/Prov(s) in which licensed: _____

DISPATCH SERVICE INFORMATION:

- 5) Type of PSAP: ☐ Primary ☐ Secondary 6) Scope: ☐ EMS Only ☐ Consolidated with Police/Fire
 7) Total Population Served (approx.): _____ 8) Total Annual EMS Call Volume (approx.): _____
 9) Number of Licensed EMD Stations: _____ (of which _____ are Active & _____ are Supervisory/Standby)
 10) MPDS License Number(s) for Cardsets: _____ and/or ProQA® Paramount Software: _____
 11) Please attach a brief statement describing the service and scope of your agency or organization. Be sure to mention any corporate mission statements, goals, objectives, and/or reasons for wanting to maintain the status of Accredited Center of Excellence.
 12) Please attach a completed **Self-Assessment Summary**, with supporting documentation clearly referenced, to demonstrate any changes to compliance with each of the Academy's Twenty Points of Accreditation.

On behalf of the above-named agency or organization, I hereby affirm that all the above information is true and correct, and I acknowledge that if it is not correct, this application may be rejected or Accreditation rescinded. Furthermore, I hereby agree that we will abide by the Academy's Code of Ethics, Code of Conduct, and practice standards set forth for an Accredited Center of Excellence and respect all copyrights, trademarks, and patents, and intellectual property regarding course materials and/or protocols.

Authorized Signature: _____ Date: _____

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ACADEMY ETHICS POLICY

The Academy encourages, advocates, and supports the proposition that *"The community relies on the sound application of Priority Dispatch® and imposes on the certified Emergency Dispatcher an obligation to maintain professional standards of technical competence, morality, and integrity."* To accomplish this, the Academy's College of Fellows has unanimously adopted the following Code of Ethics, which serves as a guideline for the Academy in determining whether initial certification or recertification should be granted and in assessing grounds for possible suspension or termination.

THE CODE OF ETHICS

1. Academy-certified personnel should endeavor to put the **needs of the public** above their own.
2. Academy-certified personnel should continually seek to maintain and improve their professional **knowledge, skill, and competence** and should seek continuing education whenever available.
3. Academy-certified personnel should obey all **laws** and **regulations** and should avoid any conduct or activity that would cause unjust harm to the citizens they serve.
4. Academy-certified personnel should be **diligent and caring** in the performance of their **occupational duties**.
5. Academy-certified personnel should establish and maintain **honorable relationships** with their service peers and with all those who rely on their professional skill and judgment.
6. Academy-certified personnel should assist in improving the **public understanding** of emergency dispatching.
7. Academy-certified personnel should assist in the **operation** of and enhance the **performance** of their dispatch systems.
8. Academy-certified personnel should seek to maintain the highest standard of **personal practice** and also maintain the **integrity** of the International Academies of Emergency Dispatch by **exemplifying** this professional Code of Ethics.

CODE OF CONDUCT

1. Academy-certified personnel **shall not participate in, or publicly endorse**, any group or organization that demeans the goals, objectives, credibility, reputation, goodwill, or dignity of the Academy or the public safety profession.
2. Academy-certified personnel shall be **truthful and timely** in all forms of communication with the Academy and **shall not provide information that is false**, misleading, deceptive, or that creates unreasonable expectations. Academy-certified personnel shall **not sign any document** that the individual knows or should know contains false or misleading information.

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3. Academy-certified personnel **shall notify** the Academy of **any and all occurrences** that could **call into question one's ability to perform** his or her duty as a dispatcher. Academy-certified personnel **must notify** the Academy immediately **if convicted of a felony or crime** involving moral turpitude. Crimes of moral turpitude include but are not limited to illegal pornography, fraud, embezzlement, illicit drug abuse or distribution, theft, bribery, kidnapping, or assault.
4. Academy-certified personnel **are prohibited from** using Academy **certification(s) for private or commercial gain**. Academy-certified personnel shall not compete in any way with the Academy or its contracted partners, including Priority Dispatch®, in regards to active or planned business activities without prior written authorization.
5. Academy-certified personnel shall **not violate patient privacy laws** and rights and shall always respect those rights.
6. Academy-certified personnel shall **not take calls or dispatch** while **under the influence** of alcohol, illicit drugs, or any other agent that would impair the ability to properly function in the dispatch setting.
7. Academy-certified personnel **shall not engage in conduct or perform an act** that would reasonably be regarded as disgraceful, dishonorable, or unprofessional.
8. Academy-certified personnel should **avoid practicing or facilitating discrimination** and strive to prevent discriminatory practices including but not limited to those relating to race, religion, color, gender, sexual orientation, national origin, age, or disability.
9. Academy-certified personnel understand **it is their personal responsibility to ensure they remain certified** by the Academy through CDE and similar Academy-approved programs and processes. Academy-certified personnel shall **follow their respective employer's policies and procedures**. In addition, they shall strive to always **follow the Academy's protocol**, including Key Questioning, Determinant Coding, Post-Dispatch Instructions, Critical ED Information, and Pre-Arrival Instructions.
10. Academy-certified personnel understand **it is their responsibility to remain current** to any and all protocol changes that can have an impact on the outcome, negative or positive, of the emergency for which the dispatcher is responsible.



110 South Regent Street, 8th Floor, Salt Lake City, Utah 84111
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 Fax: 801-359-0996 E-mail: ace@emergencydispatch.org

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INTERNATIONAL ACADEMY OF EMERGENCY MEDICAL DISPATCH®

Accreditation / Re-Accreditation



APPLICATION FEE & ACCREDITATION MAINTENANCE PLAN

Accreditation/Re-Accreditation Application:

\$2,250 application, processing, and review fee.

\$500 of this fee will be refunded if the application is not approved.

\$100 additional fee if the application is "rejected with advice" and requires the submission of 25 more cases for review.

Contact the Academy for current site evaluation fee.

Accreditation Maintenance Plan:

If at the time of your accreditation you wish to enroll in the Accreditation Maintenance Plan, your agency will be billed \$650/year over your 3-year accreditation period, reducing the total re-accreditation fee to \$1950 nonrefundable (a \$300 savings).

To enroll or to get more information, please contact:

Accreditation Planning & Assistance Division

Attn: **Carlynn Page**, Associate Director

110 South Regent Street, 8th Floor, Salt Lake City, Utah 84111

Phone: 801-359-6916 • Fax: 801-359-0996 • ace@emergencydispatch.org

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Accreditation Assignments and Progress Tracking

ACE Point	Assigned to	Expected Completion Date	Actual Completion Date
Communication center overview and description			
MPDS version and licensing confirmation			
Current Academy EMD certification of all personnel authorized to process emergency calls			
All EMD certification courses are conducted by Academy-certified instructors, and all case review is conducted by Academy-certified ED-Qs			
Full activity of QI committee processes			
IAED quality assurance and improvement methodology			
Consistent case evaluation that meets or exceeds the Academy's minimum expectations			
Historical baseline QA data from initial implementation of structured Academy QA processes			
Monthly average case evaluation compliance levels for the communication center for the six months preceding the accreditation application, with compliance levels at or above accreditation levels for at least the three months immediately preceding application			
Verification of correct case evaluation and QI techniques, validated through independent Academy review			
Implementation and/or maintenance of MPDS orientation and case feedback methodology for all field personnel			
Verification of local policies and procedures for implementation and maintenance of the MPDS			
Copies of all documents pertaining to your CDE program			
SEND orientation			
Established local response assignments for each MPDS Determinant Code			
Maintenance and modification processes for local response assignments to MPDS Determinant Codes			
The communication center's incidence (number of occurrences) of all MPDS codes and levels for the six months immediately preceding application			
Appointment and appropriate involvement of the Medical Director to provide oversight of the center's EMD activities			
Agreement to share nonconfidential EMD data with the Academy and others for the improvement of the MPDS and the enhancement of EMD in general			
Agreement to abide by the Academy's Code of Ethics, Code of Conduct, and the standards set forth for an Accredited Center of Excellence			

The International Academy of Emergency Medical Dispatch®

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Accreditation Assignments and Progress Tracking • NAE 141104



EXHIBIT 3



QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111

USA

www.prioritydispatch.net

Prepared By: Todd Johnson

Phone: (800) 363-9127 Ext.

Email: todd.johnson@prioritydispatch.net

Agency:

New River Valley Emergency
Communications Regional Authority

Agency ID#:

22015

Quote #:

Q-05902

Date:

4/21/2017

Offer Valid Through:

6/1/2017

Payment Terms

Net 30

Currency:

USD

Bill To:

New River Valley Emergency Communications Regional Authority

1 E Main Street

Suite 400

Christiansburg, Virginia 24073

United States

Ship To:

New River Valley Emergency Communications Regional Authority

1 E Main Street

Suite 400

Christiansburg, Virginia 24073

United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Medical Software Licenses Automated calltaking software	12	3,750.00	42,750.00
2	ProQA Medical Training Software Licenses Training, non-live calltaking software	3	1,875.00	5,343.75
3	XLerator Client Server Suite Client server software application suite	1	4,500.00	4,275.00
4	AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	2	1,500.00	2,850.00
5	MPDS Backup Cardset License Licensed manual protocol set for backup	12	495.00	5,643.00
6	MPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	3	45.00	0.00
7	MPDS Mobile App Field Responder Guide Smartphone-based field reference guide for responders	120	10.00	0.00
8	CDE Advancement Series for EMD CDE lessons available in the online College of Emergency Dispatch.	1	150.00	0.00
9	SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	100.00	0.00
10	SEND CD for MPDS S.E.N.D. training CD	1	50.00	0.00
11	Understanding ECHO Determinant Practice CD ECHO training CD	1	65.00	0.00
12	Protocol Training and Certification for EMD (Host) Materials, tuition and certification	40	340.00	12,920.00
13	ProQA Software Training for EMD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	1	1,500.00	1,425.00
14	Mobile Software Training Lab (Daily Rate) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	1	1,500.00	1,425.00
15	AQUA Software Training 8-hour course	1	1,500.00	1,425.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Line	Product Name	Qty	Unit Price	Amount
16	ProQA & AQUA Reports Training (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions	1	1,500.00	1,425.00
17	Implementation Support Package for EMD Implementation support and quality management program development	1	30,000.00	20,000.00
18	National Q Service - 90/90 (EMD) Expert case review, mentoring and reporting for first 90 days after system Go Live. Next 90 days will include QA system oversight and support for your Quality Improvement Unit. Renewable option available.	1	9,100.00	8,645.00
19	IAED Accreditation Application Fee EMD IAED fee for accreditation	1	2,250.00	0.00
20	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	13,680.00	13,680.00
21	Shipping & Handling	1	0.00	0.00

Discount	USD 18,588.25
Subtotal	USD 121,806.75
Estimated Tax	
Total	USD 121,806.75

Customer Signature:

Customer Name:

Credit Card #:

Date:

Purchase Order ID:

Expiration Date:

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer.

"To lead the creation of meaningful change in public safety and health."

PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")

Client License and Service Agreement for Priority Dispatch Systems

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Electronic-Acceptance Software License & Service Agreement

**BEFORE PROCEEDING TO INSTALL THE SOFTWARE
PROVIDED WITH (AND WHICH IS SUBJECT TO) THIS AGREEMENT,
PLEASE CAREFULLY READ THE ACCOMPANYING TERMS AND
CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT**

***INSTALLING OR USING ANY OF THE SOFTWARE
CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.***

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY
RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION
WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF,
FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR
THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that s/he is duly authorized to do so for and on behalf of the Client, and that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

Terms and Conditions of Agreement

1. Software means the Priority Dispatch System ("**PDS**") software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the

Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you may not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan ("BSP"). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current -Extended Maintenance Fee for the Extended Service Plan ("ESP"). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and email address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your

Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution*; or (b) *offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled "Unsafe Practices."

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED -AS IS- WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE

SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

18. Disputes. This Agreement shall be governed in all respects by the laws of the United States and of the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: (a) *represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and

promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software Notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is

licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. Expert System Disclosure. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these -special choice situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-INAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the INAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank -Response section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the “front line” level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally “dispatch literate.” The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION (“CDE”):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy’s Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED’s compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. Accepted Process for PDS Modification. In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy’s structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: “To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards.”

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled –Research Data Sharing in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy’s scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under a special “Omega” Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is

a part. As provided above, in the section of this BSP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled “Basic Service Plan/Extended Service Plan” and “Updates & New versions” of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed clientservices.

15. Appendix. The following Appendix, entitled “A More Detailed Definition of Certain Key Terms Used in This Agreement,” is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

“Academies” and/or “Academy” and/or “I/NAED”

The National Academies of Emergency Dispatch (“NAED”). Also known as the International Academies of Emergency Dispatch (“IAED”).

“Agreement,” “Client License Agreement,” “CLA”

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

“BSP” The Basic Service Plan:

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled “Basic Service Plan,” the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

“Cards”

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder’s Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term “Cards,” but is further subject to the specific use limitations imposed therein. The defined term “Cards” shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

“Certification” and “recertification”

When used in this agreement, certification and recertification mean specifically by the I/NAED.

“Client,” “Agency,” “Licensee” and “You” or “you”

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

“ED”, Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters “P”, “F” and/or “M”, respectively; as in “EPD”, “EFD” and/or “EMD”, respectively.

“ESP” The Extended Service Plan:

A BSP that has been extended pursuant to that part of the Agreement entitled “Extended Service Plan” becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

“PDS”, Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters, “P”, “F” and/or “M”, respectively; as in “PPDS”, “FPDS” and/or “MPDS”, respectively.

"Release"

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

[Please complete and return the Registration Form on the next page]



Priority Dispatch System™

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: _____

Contact Person: _____

Name of Center where Licensed Product is used: _____

Address where Licensed Product is used: _____

City: _____ State/Province: _____

Zip: _____ Country: _____

Signed by: _____ Date: _____

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): _____
2. Base population within geographic area: _____
3. Number of Emergency Dispatch call taking stations in center: _____
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: _____

For Office Use Only

License Number: _____

License Date: _____

Initial License Fee: _____

Version Number: _____

PDS Edition: _____

Number of Licensed Stations: _____
(Active _____ Supervisory/Standby _____)

GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- 2) 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.
- 3) 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.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Montgomery County and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Montgomery County and the Commonwealth of Virginia under said contract.

3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Montgomery County.

5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. Montgomery County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Montgomery County a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Montgomery County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Montgomery County with all vouchers and records of expenses incurred and savings realized. Montgomery County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Montgomery County within thirty (30) days from the date of receipt of the written order from Montgomery County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Agency Procurement and Surplus Property Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Montgomery County or with the performance of the contract generally.

6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, 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. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) 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 thirty (30) shall be the contractor's right to institute immediate legal action. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation

- documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Montgomery County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Montgomery County may have.
 10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this 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 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.
 11. **EO/AA STATEMENT:** Montgomery County, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
 12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
 13. **FACSIMILE PROPOSALS:** Facsimile **unsealed** proposals received in the Montgomery County Purchasing Department prior to the time and date designated for bid submission will be accepted.
For **sealed** proposal programs, an Offeror may fax a proposal to a **non-Montgomery County** third party, who in turn must deliver it to the Purchasing Department in a sealed envelope before the proposal due date and time.
 14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless The County of Montgomery and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the negligence of the Contractor.
 16. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Montgomery County Purchasing Department. Proposals received in the Montgomery County Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Montgomery County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches the Montgomery County Purchasing Department by the designated date and hour.
 17. **MANDATORY USE OF MONTGOMERY COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Montgomery County form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the request for proposal may be cause for rejection of the proposal; however, Montgomery County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, Montgomery County may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 18. **PAYMENT:**
 - A. **TO PRIME CONTRACTOR:**
 - 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Montgomery County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until

a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. TO SUBCONTRACTORS:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify Montgomery County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

19. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 12, 14, 17, 18 and 27 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
20. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
21. **QUALIFICATIONS OF OFFERORS:** Montgomery County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to Montgomery County all such information and data for this purpose as may be requested. Montgomery County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. Montgomery County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Montgomery County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
22. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Offeror's response to the contrary, the Offeror agrees that the terms and conditions contained in Montgomery County's proposal prevail over contrary terms and conditions contained in the Offeror's response.
23. **TAXES:** Sales to Montgomery County and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
24. **TESTING AND INSPECTION:** Montgomery County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Montgomery County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Montgomery 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 a sealed proposal only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
27. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA www.dgs.state.va.us/dps
28. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tony Guido
Phone: (800) 363-9127
Direct:
Email: tony.guido@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

Fluvanna County Sheriff
24905
Q-57022
7/30/2021
10/23/2021
Net 30

Currency:

USD

Bill To:
Fluvanna County Sheriff
Michael Grandstaff
160 Commons Blvd.
Palmyra, Virginia 22963
United States

Ship To:
Fluvanna County Sheriff
Michael Grandstaff
160 Commons Blvd.
Palmyra, Virginia 22963
United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	5	USD 18,750.00
ProQA Medical Training Software Licenses Training, non-live calltaking software	2	USD 3,750.00
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	2	USD 2,850.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
Protocol Tablet for EMD Licensed protocol tablet - Replaced Former Cardset	5	USD 2,475.00
Advanced SEND Cards for MPDS - Box of 100 Individual S.E.N.D. cards	1	USD 0.00
Implementation Support Package for EMD Implementation support and quality management program development	1	USD 20,000.00
Protocol Training and Certification for EMD Materials, tuition and certification	17	USD 5,780.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 0.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	17	USD 2,533.00
Remote AQUA Software Training - FP Per person cost for eight hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00

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QUOTE

Product	Qty	Amount
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	4	USD 596.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00
Equip QA for EMD Quality Performance Review (QPR) for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management (__cases/week)	1	USD 8,645.00
Academy Analytics Dashboard – Tier 3 Near-real-time, online dashboard and analytics tool for ProQA, powered by FirstWatch	1	USD 5,000.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 0.00
Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support including: updates, telephone IT support and upgrades for all annual renewing products including EMD ProQA, AQUA, Cardsets, CDE Advancement Series, QA Guides, Mobile Field Responder Guides, SEND Cards, SEND CD, ProQA and AQUA Software Computer Based Training Disks, Protocol 36 Pandemic Flu (CBT's) and 2 Onsite Tech, Consulting, ProQA Refresher Training, or Continuing Education Training Days per year. Expires Annual Renewal Date	5	USD 13,680.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,500.00
Shipping & Handling	1	USD 50.00
Initial Med Implementation - VA Cooperative Purchase TOTAL:		USD 88,905.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	5	USD 6,000.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,500.00
Annual Maintenance Year 2 TOTAL:		USD 7,500.00

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QUOTE

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	5	USD 6,000.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,500.00
Annual Maintenance Year 3 TOTAL:		USD 7,500.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	5	USD 6,400.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,575.00
Annual Maintenance Year 4 TOTAL:		USD 7,975.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	5	USD 6,400.00
Annual License and Maintenance Fee for Academy Analytics Dashboard – Tier 3 License renewal, service and support	1	USD 1,575.00
Annual Maintenance Year 5 TOTAL:		USD 7,975.00

Subtotal	USD 88,905.00
Estimated Tax	
Total	USD 88,905.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

09 April 2020

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds International Standards
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.3, Police Priority Dispatch System version 6.1, and Fire Priority Dispatch System version 7.0
- 7) Only contracted provider of Priority Dispatch System cardset trays (springless design for MPDS, FPDS, and PPDS cards on-line dispatching), and Priority Dispatch System protocol tablets
- 8) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.3 OMEGA
- 9) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 10) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 11) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 12) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 13) Only contracted Quality Performance Review (QPR) comprehensive quality assurance program
- 14) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 15) Only MPDS, FPDS, and PPDS web-based continuing education (CDE) program provider
- 16) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- 17) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)
- 18) Only provider of Academy Analytics™ powered by FirstWatch®

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Vice President, Legal & HR
Vice President, Sales & Marketing
Vice President, Protocol, Translation, Curriculum & Instructional Design
Director of Comprehensive Client Implementations

Exhibit 4
Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND
INSTRUCTIONS TO BIDDERS AND
CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
- 2. DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and

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

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

conditions applicable to the procurement.

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

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

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

CONDITIONS OF BIDDING

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

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

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

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

9. WITHDRAWAL OF BIDS:

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

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

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

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

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

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

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

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

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

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

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

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

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

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

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

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

25. FORMAL SPECIFICATIONS: When a Solicitation contains a specification which states no substitutes, no deviation 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.

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

TAB G

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Law Enforcement Pay Rates and Classifications: Sheriff's Office Recruitment, Retention, and Compression				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Sheriff Eric B. Hess and Major David Wells				
PRESENTER(S):	Sheriff Eric B. Hess and Major David Wells				
RECOMMENDATION:	Authorize county staff to work with the Sheriff's Office to conduct a compensation review to move the minimum salary for a non-certified deputy sheriff (pay band 105) to \$19.6886 per hour (\$43,000 per year) and to move the minimum salary for a certified deputy sheriff (pay band 106) to \$21.0622 per hour (\$46,000 per year), as well as to address pay compression issues within the agency.				
TIMING:	Routine				
DISCUSSION:	Discuss the urgent need to formally address pay rates and pay compression before the next budget cycle to remain competitive in the current labor market in efforts recruit and retain the qualified staff the citizens of Fluvanna deserve.				
FISCAL IMPACT:	TBD				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FY21 Law Enforcement Pay Rates and Classifications, IACP Article "The State of Recruitment: A Crisis in Law Enforcement"				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

THE STATE OF RECRUITMENT: A CRISIS FOR LAW ENFORCEMENT



THE STATE OF RECRUITMENT: A CRISIS FOR LAW ENFORCEMENT

Law enforcement agencies across the United States are struggling to recruit and hire police officers. Though agency-specific needs exist depending on size or locale, the difficulty with recruitment is a significant problem that is broadly affecting the field of law enforcement—it is not simply a result of poor agency management or localized failures.

Law enforcement is not the only occupation facing severe shortages of qualified job seekers, particularly within the United States. There is a worker shortage—not a shortage of work.¹ Other occupations such as nursing, teaching, construction, and the military are all experiencing a skilled labor shortage.

The U.S. unemployment rate as of September 2019 is at 3.5%, which is the lowest it has been since December 1969. The number of job openings in the United States has reached 7.1 million, which exceeds the number of unemployed people by 1.3 million.

these challenges have had on agencies and the communities they serve.

The IACP survey on recruitment demonstrates that the difficulty in recruiting law enforcement officers and employees is not due to one particular cause. Rather, multiple social, political, and economic forces are all simultaneously at play in shaping the current state of recruitment and retention. They are both systemic in nature and reflect individual-level considerations, making solutions to the problem particularly challenging.

The survey also makes it clear that, if agencies are unable to recruit new officers to replace those who have retired or otherwise left the law enforcement profession, it will significantly increase the strain on police organizations and officers. As vacancy numbers increase due to the inability to fill positions and as more officers continue to become eligible for retirement, existing officers are becoming overworked and burned out. At a time when the importance of officer mental wellness is more widely recognized, powerful efforts to recruit, hire, and retain officers become increasingly important. Law enforcement agencies need to thoughtfully amend recruitment and hiring practices without lowering the standards for officers that their peers and communities have come to expect.

In September 2019, the International Association of Chiefs of Police conducted a membership survey to better understand the extent of the recruiting crisis, the factors that underlie current difficulties, and the impact

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RECRUITMENT BY THE NUMBERS

Across the United States, there are approximately 18,000 law enforcement agencies spanning federal, state, local, and tribal levels. These agencies have more than 1 million employees, of which approximately 70% are sworn officers and 30% are non-sworn, civilian employees.¹

According to the U.S. Bureau of Labor Statistics, despite an increase in the raw number of law enforcement jobs, a more considerable growth in U.S. population has actually led to a slow decline in the ratio of residents to police officers.² As a result, officers are responsible for serving more people—often with fewer resources.

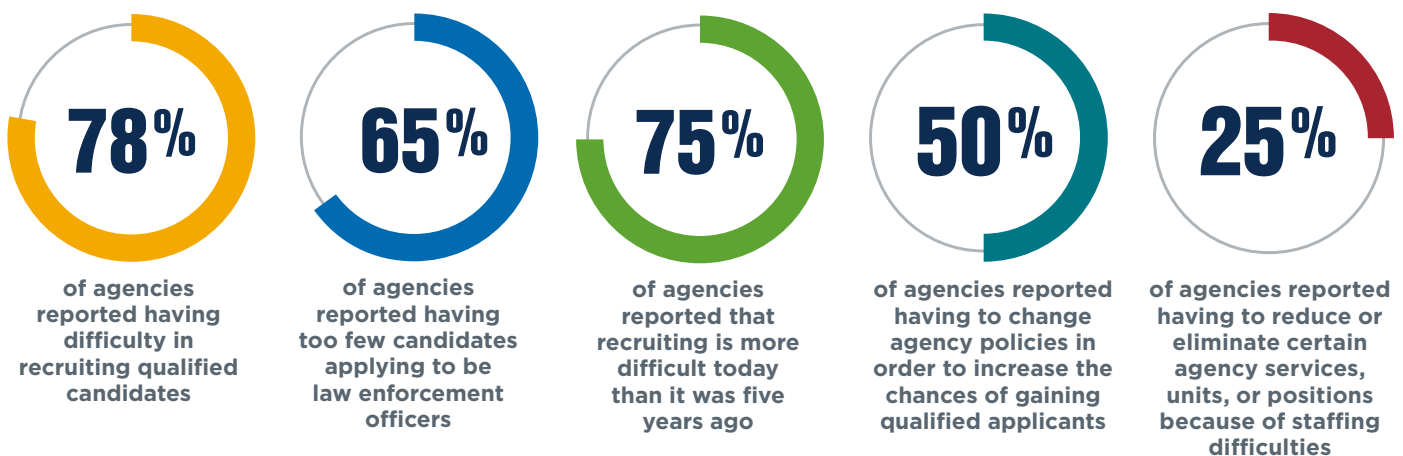
In order for police agencies to match an adequate number of officers to the growing population, many agencies are routinely looking to hire additional individuals.

Though it is challenging for many agencies to reach or maintain 100% of their staffing levels, it should be a goal of the field to come as close as possible to adequately staffing officer ranks. Research shows that operating below authorized staffing levels leads to low officer morale and job satisfaction. This is also true if employees perceive the agency to be understaffed.³

The IACP survey found that the challenge of recruiting law enforcement is widespread and affects agencies of all types, sizes, and locations across the United States.

In addition, the survey results clearly demonstrated that the challenges of recruitment are having a direct impact on the way law enforcement agencies are managed by law enforcement executives. Half of the responding agencies (50%) reported having to change agency policies in order to increase the chances of gaining qualified applicants.

Beyond highlighting the challenges of identifying and hiring qualified recruits, the survey also shined a light on how consistent understaffing of an agency taxes existing resources and personnel. Of even greater concern is the impact that the recruitment crisis – and the related understaffing of agencies – is having on the ability of agencies to provide certain services. A quarter (25%) of the responding agencies reported having to reduce or eliminate certain agency services, units, or positions because of staffing difficulties.



¹ Bureau of Labor Statistics, U.S. Department of Labor, "Police and Detectives," *Occupational Outlook Handbook*, <https://www.bls.gov/ooh/protective-service/police-and-detectives.htm> (accessed June 12, 2019).

² Shelley Hyland, *Full-Time Employees in Law Enforcement Agencies, 1997-2016*, Statistical Brief NCJ 251762 (Bureau of Justice Statistics, August 2018), <https://www.bjs.gov/content/pub/pdf/ftelea9716.pdf>.

³ Jon Shane, "Organizational Stressors and Police Performance," *Journal of Criminal Justice* 38, no. 4 (June 2010): 807–818.

WHAT IS DRIVING THE RECRUITMENT CRISIS?

Reports from surveyed agency executives tend to fall into two categories: (1) factors that are problematic within the current applicant pool and (2) factors that may explain why certain types of candidates are or are not applying to work in law enforcement.

Issues most frequently cited by survey respondents were that there is a low number of individuals applying to agency vacancies and that, among those who do apply, the quality of the applicants is often poor. It is not uncommon for applicants who appear to be strong candidates to fail a background check or divulge disqualifying information later in the hiring process. Additionally, agencies in regions where multiple law enforcement agencies are geographically close often find themselves in fierce competition to attract and secure the best candidates in the area.

Other key findings from the survey include the following issues.

Generational Differences

Millennials and Generation Z—loosely defined as individuals who range from high school age to their late 30s—are more apt to value work-life balance than their Baby Boomer counterparts. This translates into young people hoping for more flexible hours and guaranteed time off. Mandated overtime and missing holidays with family are less appealing to Millennials and members of Generation Z. Other shifts in U.S. culture, such as student loan debt, child care challenges for complex schedules, and the need for double incomes makes police work a stressful occupation for families today.

There has also been a shift away from people being hired, staying, and retiring from a single agency, or even in the same profession. For younger people, leaving a job after a few years is commonplace, and moving from job to job is often

how younger generation U.S. workers move up the ladder in their careers.

Public Image of Law Enforcement

Agencies strongly believe that public perception of law enforcement limits interest in the profession and is a sizable barrier to effective recruitment. Scrutiny of the police, cellphone recordings of interactions between the police and public, media coverage, and popular entertainment portrayals of police have led many young people to view police differently than their parents may have.

Overall, a majority of police officers feel their jobs have gotten more difficult since high-profile use-of-force incidents have dominated the national conversation.⁴ Line-of-duty deaths have also become more highly publicized, including the killings of police due to community tension such as the mass shooting of Dallas police officers in 2016.

Each of these factors contribute to the negative perception of policing as a career opportunity for potential recruits.

Hiring Process Challenges

Among IACP survey respondents, issues of applicant quality often coincided with challenges to getting recruits through the entire hiring process. Some agencies noted that passing a background check is a huge barrier in hiring individuals, as is meeting all the necessary criteria to be a police officer.

Furthermore, while the multistage hiring process is helpful for agencies to weed out recruits who do not make the cut, the recruiting process can be long and arduous. Of the respondents to the IACP recruitment survey, 47.5% reported having a hiring process that lasts anywhere from four months to over a year. Depending on the needs of

4 Rich Morin et al., *Behind the Badge: Amid Protests and Calls for Reform, How Police View Their Jobs, Key Issues and Recent Fatal Encounters between Blacks and Police* (Pew Research Center, 2017), <https://www.pewsocialtrends.org/2017/01/11/behind-the-badge>

the applicant, potential recruits may be unable or unwilling to wait that long.

Some agencies have taken to evaluating current policies that could be creating an initial barrier to applicants, such as a no-tattoo policy. Other policies, like strictly disqualifying anyone with a past use of controlled substances, are also starting to be reconsidered. As states begin to decriminalize marijuana, some executives realize that years-old drug use is less indicative of what can make a good police officer than other factors.

Challenges to Civilian Recruitment

While much of the national discussion is centered around police officers, agency operations depend as much on civilian employees as they depend on sworn employees. Given that the qualifications to be a civilian employee will vary depending on the position, recruiting civilians for certain roles may be particularly challenging.

Approximately 30% of respondents experience moderate to major challenges in recruiting for non-sworn positions. Of all types of civilian employees, agencies reported that dispatch positions are among those most difficult to fill.

IMPACT ON THE PROFESSION

If law enforcement agencies continue to lose officers without bringing in a number of qualified recruits to replace them, communities will soon begin to feel the effects. Longer wait times for calls for service, fewer crimes solved and cleared, and on-duty officers who are burned out and overworked threaten the quality of life in our communities.

If the loss of police officers and employees continues, along with a lack of hiring, agencies will continue to take on more strain at both the organizational and individual levels. As vacancy numbers increase, officers become overworked and burned out. In an era when the epidemic of police suicide and importance of officer mental wellness are starting to be recognized, thoughtful hiring and workforce retention become more and more important. Law enforcement agencies need to thoughtfully amend recruitment and hiring practices without lowering the standards for officers that communities have come to expect.

Clearly, the difficulty in recruiting law enforcement officers and employees is not due to a single reason or even a handful of reasons. Agencies will have to tailor solutions to their communities to ensure appropriate candidates are considered. Additionally, in order to maintain a healthy, satisfied workforce, agencies must be mindful of the things their employees prioritize, both while on and off duty. Amending or implementing policies and incentives that reflect people's priorities may be a huge leap forward in improving overall agency culture. Police leaders, working with their governing bodies, have the opportunity to improve recruitment outcomes.

This improvement occurs through innovative policies, new approaches to recruiting, and incentives for employees where they count.

INNOVATIONS IN RECRUITMENT

Agencies of all sizes across the United States have implemented new strategies and approaches to improving agency recruitment.

■ **Opportunities to gain experience.** It is the case for some applicants that law enforcement work sounds enticing until they are hired, leaving the possibility that an agency invests in training the police recruit only to have him or her leave the agency soon after. Some agencies have taken to building bridges between the community and the agency by offering opportunities for members of the public to do physical training with officers. Ride-alongs and outreach to secondary schools and colleges are other ways current officers can bond with potential recruits and increase the likelihood of bringing in quality candidates who want to stay on the job.

■ **Compensation incentives.** Attractive compensation packages have begun to set some agencies apart. In some states, state money has been allocated for officer student loan payment. Other jurisdictions have partnered directly with colleges and universities to allow police recruits to trade their training hours for college credits. These types of programs give recruits a chance to build and pay for their education without the stress of adding additional student loan debt. These types of programs aimed at developing young people into professionals have the potential to entice them to begin a career. Other types of monetary incentives can include sign-on bonuses or salary increases when a police recruit moves from the academy to the field.

■ **Relaxing candidate disqualifiers.** Due to shifting culture among younger generations, some agencies recognize that older policies have been more of a hindrance to recruitment efforts than a help in the past few years. For instance, many agencies are now allowing officers to have visible tattoos. Other agencies no longer disqualify candidates for certain instances of past drug use, with some even

choosing not to address it with the candidates at all. Of course, changing policies to lower certain standards does come with risks, so agencies should assess their current policies to determine where the largest barrier to recruitment lies and how can it be revised in the most risk-averse way.

■ **Programs to address heavy time commitment.** Though applicants' reasons vary for preferring work with more flexible schedules, shorter academy training, and better life-work balance, the call to agencies is the same: make it easier for individuals to become law enforcement officers and to stay in the job. Some agencies have offered part-time officer positions, including part-time academy training, in an effort to entice female recruits who may be balancing motherhood with work. An example of this, is the Metropolitan Police Service in London. The Metropolitan Police's research showed full-time working hours deterred some women from considering a career in policing, so, in 2019, they began to allow new constable recruits to choose between full-time or part-time working hours. Prior to this shift, all new police constable recruits were expected to complete their training and then their probationary period on a full-time basis before they were able to apply for part-time work.

Other programs for rural or state agencies have begun to offer online versions of officer training so that recruits will not have to worry about the strain of traveling far from home for weeks on end to attend the academy. Another simple way agencies can address concerns about time commitment is offering flexible schedules, including using longer shifts to give employees additional days off.

■ **Web-based outreach.** A few agencies have ramped up recruiting efforts online by building out recruiting websites that are separate from the agency's main site. Here, agencies can clearly list employment criteria, testing dates,

and let the community know when recruiting events are taking place. The sites often include a list of “frequently asked questions” for potential applicants. Having a recruiting website not only improves transparency and communication within the hiring process, but it may even take some of the daily burden off human resources staff by readily providing answers to common applicant questions.

■ **Material perks.** Many agencies struggle to increase salaries or offer monetary bonuses, but that hasn’t stopped some agencies from providing other perks to their officers. Allowing officers to take their patrol cars home, offering a clothing allowance, and providing casual uniform options (e.g., polo shirts) for appropriate activities are some approaches agencies have taken.

■ **Innovative time leave programs.** Beyond offering flexible daily schedules for officers, some agencies have also begun to experiment with innovative leave policies. Agencies offering unlimited sick leave not only support employees when unavoidable illness befalls them or their family members, but also set a standard for agency culture that employee wellness comes first. If unlimited sick leave isn’t an option, having an official or unofficial policy of being understanding and accommodating in granting employee leave requests can be attractive to potential recruits.

■ **Recruitment campaigns.** Many agencies have moved beyond traditional recruitment campaigns that glorified policing by showing officers rescuing civilians in intense standoffs, SWAT-like images, etc. Agencies are trying to highlight the real day-to-day aspects of the job, which are often vastly different from how the law enforcement profession is viewed. Efforts of this nature are designed to both attract and retain candidates who are able to respond to daily service calls about persons affected by mental illness, help those with substance abuse disorders, aid people experiencing homelessness, and help someone who has a flat tire. By educating applicants that the day-to-day policing work does not typically involve hostage situations, a car chase, and stopping an active shooter, agencies can better retain applicants and avoid turnover.



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Fax: **703-836-4543**

www.theIACP.org

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

TAB H

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors August 4, 2021 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, August 4, 2021, 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 August 4, 2021.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fluvanna County Library, 214 Commons Blvd.
Palmyra, VA 22963
August 4, 2021
Regular Meeting 4:00pm

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

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Belanger Harris, Assistant County Administrator
William Turner, Deputy County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE
At 4:15pm Chair Sheridan called to order the Regular Meeting of August 4, 2021.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the August 4, 2021 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Earl Schoen, Full-time Deputy Sheriff, Sheriff's Office, Started July 6th
- Diana Neal, Full-time Deputy Sheriff, Sheriff's Office, Started July 6th
- Larry Crickenberger, Part-time Deputy Sheriff, Sheriff's Office, Started July 6th

Announcements and Updates – Library Programming

- Summer Reading at the Library has been great fun this year! Summer Reading ends August 14.
- Magician Wes Iseli entertained staff and 210 of our community.
- Those participating enjoyed a Sidewalk Chalk Obstacle Course, Making Fairy Gardens, and learning how to Paint with our Feet - which was very hard.

FLUVANNA COUNTY FAIR

- Fair dates are August 19 - 21
 - August 19 / Fair opens at 4pm, closes at 9pm
 - Events: 4-H rabbit and poultry show, HS pep rally, & Charlottesville Municipal Band
 - August 20 / Fair opens at 4pm, closes at 9pm
 - Events: Power Wheels Derby and music by Crimson Current
 - August 21 / Fair opens at 10am, closes at 9pm
 - Events: Magician and various music acts throughout the day, mini excavator challenge, cornhole tournament, & rodeo.
- Carnival runs August 18 - 21
 - Wednesday & Thursday 6pm - 10pm
 - Friday 5pm - 10pm
 - Saturday 10am - 10pm with a break 3pm - 5pm

New Scoreboard at Carysbrook Gym

- Parks and Recreation just completed the removal of our old scoreboard and installation of our new scoreboard.

Announcements and Updates

- COVID Update
 - July - 28 new cases

Economic Development Strategic Plan

- The Economic Development Strategic Plan has begun.
- Each Board member will have individual interview sessions with the Platinum PR team. Bryan Rothamel will coordinate with Board members to schedule.
- The interview sessions will be via Zoom and can be done at home or in the Morris Room.
- Staff will send “thought questions” beforehand.
- The schedule includes focus group, staff members, listening sessions, etc.

Spotlight on Business

Lake Jiu-Jitsu

- Classes beginning today, August 4
- Memberships available for \$90/mo, \$65/mo for additional family members.
- Martial arts school offering Jiu-Jitsu training for adults and children of all levels and ages.
- Located at 6A Centre Court in Lake Centre (near Dogwood Restaurant).
- Sign up for memberships on LakeBJJ.com
Facebook.com/LakeBJJ

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Aug 18	7:00 PM	Regular Meeting	Library
Wed	Sep 1	4:00 PM	Regular Meeting	Library
Wed	Sep 15	7:00 PM	Regular Meeting	Library

5 - PUBLIC COMMENTS #1

At 4:28pm, Chair Sheridan opened the first round of Public Comments. With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:29pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

Purchase of Cardiac Monitors and AED’s – Cyndi Toler, Procurement Officer

- Fire and Rescue cardiac monitors and AED’s are at end of life and are failing on calls.
- In the FY20 CIP budget there is \$190,000.00 to replace Fluvanna Rescue ambulance 49
- Also in FY20 and FY21 CIP budgets there is a total of \$200,000 set aside for the purchase of Cardiac Monitors and AED equipment.
- Lake Monticello and Fluvanna Rescue squads applied for a Rescue Squad Assistants Funds grant, seeking funding for an estimated \$200,000 to make the cardiac monitor and AED purchase, but neither received that grant.
- Lake Monticello did receive a 50/50 grant to pay for \$4,569 of the AED purchase for them. This is a reimbursement grant, Once the County has paid for the equipment, Lake Monticello will file for reimbursement in order to refund the County
- At this time new cardiac monitors and AED’s are more critical than an ambulance.
- We are requesting \$159,000.00 of the funds for that Ambulance be reallocated to the CIP project for the purchase of the Monitors and AED’s. The need for this ambulance replacement will need to be readdressed in the next CIP budget cycle.
- The total for the cardiac monitors and AED’s with one year of preventative maintenance is \$358,262.15. Ongoing fees for preventative maintenance will be a total of \$20,160.00 annually, to be paid out of the Fire and Rescue operational budget.
- It was decided by Fire and Rescue to purchase LifePak monitors and AED’s so that the pads and connections will be standardized county wide
- Stryker Medical has a contract for these devices thru the National Association of State Procurement Officials (NASPO) that the state of Virginia has signed a participation agreement allowing us to use this as a cooperative agreement.

MOTION:	Approve a budget transfer of \$159,000.00 from the Fire & Rescue Vehicle CIP budget to the Machinery and Equipment CIP budget for the Purchase of Cardiac Monitors and AED’s.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver

ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	No	Yes
RESULT:	4-1				

MOTION:	Approve the Contract between Fluvanna County and Stryker Medical to Purchase the LifePak Cardiac Monitors and AED's totaling \$438,902.15 including 5 years of preventative maintenance, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Fork Union Military Academy Wastewater Treatment Plant Evaluation PA#12 – Cyndi Toler, Purchasing Officer

- The existing WWTP at FUMA has a design capacity of 60,000 gallons per day (GPD) and discharges treated effluent to North Creek under the Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0024147.
- The permit also includes flow tiers for 75,000 GPD and 99,000 GPD.
- The County would like Dewberry to conduct an evaluation of the existing WWTP to allow the County to gain an understanding of the condition of the existing facility, operating costs, permitting requirements, operating challenges, and to identify any necessary upgrades.
- The results of the evaluation will be summarized in a technical memorandum.
- The total for the project agreement is \$39,870.00
- Scope of services
 1. Conduct a site visit to the existing WWTP, including an electrical, structural, and wastewater process engineer, to gather data and conduct a visual inspection of the facility.
 2. Gather and evaluate existing data including previous reports, permit, record drawings, O&M manuals, DMRs, utility data, and operating information.
 3. Prepare sampling plan as needed to gather additional data to be executed by the County and/or FUMA.
 4. Coordinate with the Virginia Department of Environmental Quality (VDEQ) regarding past notices of violations (NOVs) and any other permitting considerations.
 5. Conduct process and hydraulic evaluation of the WWTP and evaluate the existing WWTP's ability to reliably meet the current permit limits and identify any recommended improvements.
 6. Develop list of recommended improvements including gathering information from equipment and material suppliers.
 7. Prepare budgetary construction cost estimates for identified improvements.
 8. Develop estimated operating and maintenance requirements and costs for the existing WWTP.
 9. Develop a list of short-lived assets to determine the recommended equipment replacement reserve.
 10. Prepare draft technical memorandum to include the results of the evaluation and recommendations for the WWTP.
 11. Attend meeting with the County to review the draft technical memorandum.
 12. Revise the technical memorandum based on review comments and submit the final technical memorandum to the County.
- Staff is recommending the use of ARPA funds for this project
- Per the Interim Final Rule § 35.6 Eligible uses.
 - (e)To Make Necessary Investments in Infrastructure. A recipient may use funds to make investments in:
 - (1)*Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12);
- CWSRF Project Eligibilities
 - CWSRFs fund a wide range of water infrastructure projects. Eleven types of projects are eligible to receive CWSRF assistance; the following applies to this potential project
 - Decentralized wastewater treatment systems Assistance to any public, private, or nonprofit entity for the construction, repair, or replacement of decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage.
- From FAQ's on the Treasury's website
 - May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]
 - Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project

development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF allows for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF allows for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

MOTION:	Approve a budget transfer of \$39,870.00 from the FY22 American Rescue Plan Act Contingency line to the FY22 American Rescue Plan Act Professional Services line for the Fork Union Military Academy Wastewater Treatment Plant Evaluation.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve Project Agreement #12 between Fluvanna County and Dewberry Engineers Inc. for Fork Union Military Academy Wastewater Treatment Plant Evaluation totaling \$39,870.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY22 Pay Rates and Classifications – Donna Snow, Human Resources Manager

County Staff Pay Rates History

When should Pay Bands be changed?

- Reflect pay competitiveness within the local government workforce of surrounding and like organizations
- Account for economic inflation

County Pay Rates History

- The last schematic update was July 2020
- Since that time staff has received 5% COLA increase in FY22
- In FY21, Law Enforcement has established a separate schematic

MOTION:	Approve the FY22 Pay Rates and Classifications, as presented.				
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

<u>MOTION:</u>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s) with terms as presented:				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/REAPPT	BEGINS TERM	ENDS TERM
Fluvanna Partnership for Aging – Cunningham District	Lois Williams		Appoint	08/04/2021	12/31/2021
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion				Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY22 Capital Improvements Plan (CIP) Debt Issuance – Eric Dahl, County Administrator

Project #	Project	Description	Annual Debt Service				Approach
			Amount	Interest	Term	Payment	
1	New County Administration Building	New Construction & design	5,476,560	3.00%	30	279,410.03	Either VRA or Public Sale of
2	New Dept. of Social Services Building	New Construction & design	7,364,400	3.00%	30	375,726.23	County Lease Revenue Bonds.
3	Renovate Old Admin Building to Court	Reno, Minor construction & design	1,642,356	3.00%	30	83,791.79	Design/Planning from Fund
4	Renovate Old DSS to Various Uses	Renovation & design	2,016,684	3.00%	30	102,889.72	Balance (to be reimbursed) or
	Subtotal		16,500,000			841,817.77	Line of Credit
5	Abrams Academy - School	Building Renovation	1,250,000	2.60%	20	80,943.29	VPSA - Fall Pool (apply Aug,
6	Carysbrook Elem School	HVAC Replacement	1,500,000	2.60%	20	97,131.95	funding in Nov) or Spring Pool
	Subtotal		2,750,000			178,075.24	(apply Feb, funding in May)
7	School Buses	10 Buses	1,021,000	2.75%	10	118,170.25	Include in VPSA or Equipment
8	Parks & Rec - PG Park	Athletic Field Lights	685,000	2.60%	20	44,356.92	Bank Lease Purchase Financing
9	Fire & Rescue	Engine, Tanker, Ladder Truck, others	2,971,000	2.75%	10	343,862.71	(Permanent Financing) or Line
10	Public Works Equipment Building	Equip. Storage Building	93,000	2.75%	10	10,763.79	of Credit (Interim Financing)
11	Major Public Works Equip.	Tractor, Skidsteer, Backhoe, etc.	355,000	2.75%	10	41,087.60	with Permanent Financing from
12	Sheriff's Vehicles	7 Patrol Vehicles	300,000	2.50%	7	47,248.63	Public Sale of County Lease
13	County Vehicles	6-7 Trucks/Vehicles	325,000	2.50%	7	51,186.01	Revenue Bonds. Athletic Field
	Subtotal		4,729,000			538,505.66	Lights could go with County
							Admin Bldg
Total			25,000,000			1,676,568.92	

Financing Options

- Permanent Financing as soon as possible, likely in 3 parts:**
 - Bank Lease Purchase Financing for Equipment & Vehicles (\$5,750,000).
 - Our financial advisor would work with the County to issue an RFP for banks to provide financing similar to the 2016 financing of the E911 radio system.
 - This financing could potentially include the projects listed as #7 through #13 on the chart.
 - In order to lock in the interest rate, the County would likely have to draw down all of the bond proceeds at closing and begin paying interest on the full amount immediately, with the bond proceeds held in escrow by the bank until payments for the equipment and vehicles is made.
 - VPSA Financing for School Projects (\$2,750,000).
 - The VPSA pooled financing program likely offers the lowest cost of funds and most efficient process for financing the school improvements.
 - The school bus purchases could potentially be included here as well instead of with the equipment financing, increasing the VPSA amount to \$3,771,000.
 - VPSA also allows some customization of principal payments, so we could request that no principal payments be due until FY2025 to take advantage of the drop off in County's debt service that year.
 - Applications are due by August 30 for the VPSA Fall Pool (funds available in November), or by early February for the VPSA Spring Pool (funds available in May).
 - VRA Financing for County Admin/DSS projects (\$16,500,000).
 - VRA offers attractive financing for up to 30-year term, and will allow some customization of amortization schedule if we want to try to avoid principal payments until FY2025.
 - Key issue on these projects is timing – it is recommended to having a pretty good handle on project costs (at least for the new construction) and timeline before doing permanent financing.
 - VRA offers Spring, Summer and Fall pools, so we would have opportunities throughout the year to participate.
 - What may be necessary would be for the County to use its own cash to pay for design and preliminary costs, to be reimbursed from bond proceeds when the financing is done.
 - It is recommended the Board adopt a Reimbursement Resolution to ensure project costs initially paid from County funds could be reimbursed with tax-exempt bond proceeds.
- Interim Financing to cover project costs initially, with Permanent Financing using County Lease Revenue Bonds once project costs/timing are confirmed:**
 - Bank Line of Credit available for Equipment & Vehicles, School Projects, and Preliminary County Admin/DSS Design Costs (up to \$10,000,000).
 - Our Financial Advisor would work with the County to issue an RFP for banks to provide interim financing that the County could draw down as needed over the next 12-18 months to pay for various capital projects, which could include all of the equipment/vehicles, the school projects, and preliminary design costs for the County Admin/DSS projects.
 - Interest rate would either have to be a variable rate (likely less than 1.00% currently, but could rise in the future) or at a fixed rate established with each drawdown.
 - It would be structured with interest only until final maturity, which would set at a relatively short date (2 to 3 years), with the ability to prepay at any time from the proceeds of a permanent financing.

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- b. Public Sale of County Lease Revenue Bonds through the EDA to Permanently Finance All Projects (up to \$25,000,000 or more if needed).
 - Once timing and costs for all major projects were known, the County could issue Lease Revenue Bonds based on the County’s own creditworthiness/ratings.
 - This would be used to pay off the Line of Credit described above, and finance construction costs for County Admin/DSS projects.
 - This approach would involve greater issuance costs than approach 1 above, but would provide the County with complete flexibility with respect to amortization structure and timing of the bond sale.
 - We would create specific amortization structures for each project, so that the equipment would be amortized over the desired terms (7 and 10 years) while other projects would have longer amortization, with interest-only periods as desired by the County.
 - This would be structured with a Master Lease structure that the County could use in the future for additional financings.
 - This would require the County to draft disclosure for official statement, work with bond counsel on financing documents, work with the financial advisor on credit ratings, and likely hire an underwriter for the bonds.
- c. OPTION - VPSA Financing for School Projects (\$2,750,000). If preferred, the School Projects could be handled separately from everything else through a VPSA financing as described above.
- After some discussion, the Board of Supervisors directed staff to pursue financing option #1

Regional Cigarette Tax – Eric Dahl, County Administrator
Cigarette Tax

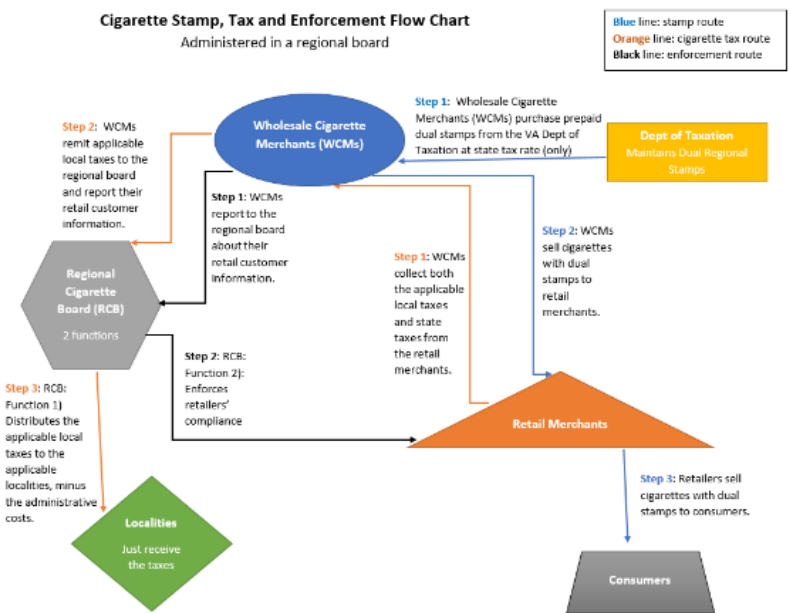
- Legislation was passed in the 2020 General Assembly session authorizing counties to levy cigarette taxes at a maximum rate of 40 cents per pack, beginning July 1, 2021
- Planning efforts are underway and there are discussions with seven localities of the cigarette tax being administered on a regional basis.
- Preliminary estimates show this tax could generate \$190K-\$287K annually.

Authority for Counties to Assess a Cigarette Tax and the Creation of a Regional Cigarette Tax Board to Collect and Disburse Taxes Collected

- The Virginia General Assembly enacted legislation in 2020 that authorizes all counties to impose cigarette taxes at a rate of up to 40 cents per pack, beginning July 1, 2021.
- In April 2021, the Thomas Jefferson Planning District Commission reached out to its member localities to determine interest in forming/participating in a regional cigarette tax board.
- May 5, 2021 – Fluvanna County Board of Supervisors adopted a Resolution In Participating In Regional Cigarette Tax Administration
- Spring 2021 - TJPDC Cigarette Tax Workgroup reviews strategies for establishing a regional cigarette tax administration board; provides scenarios for start-up and on-going costs for regional body
- July 2021 – TJPDC Cigarette Tax Workgroup reviews Draft Ordinance and Agreement for localities participating in Regional Cigarette Tax Board
- Draft Ordinance – presented to localities for consideration in August/September 2021
- Ordinance Adoption - Public Hearing required:
 - Request Authorization to Advertise – August 18
 - Public Hearing – September 15
- County Code Amendment (before Jan 1, 2022)
 - Authorization to Advertise a Public Hearing – Date?
 - Public Hearing – Date?

Regional Cigarette Tax Board

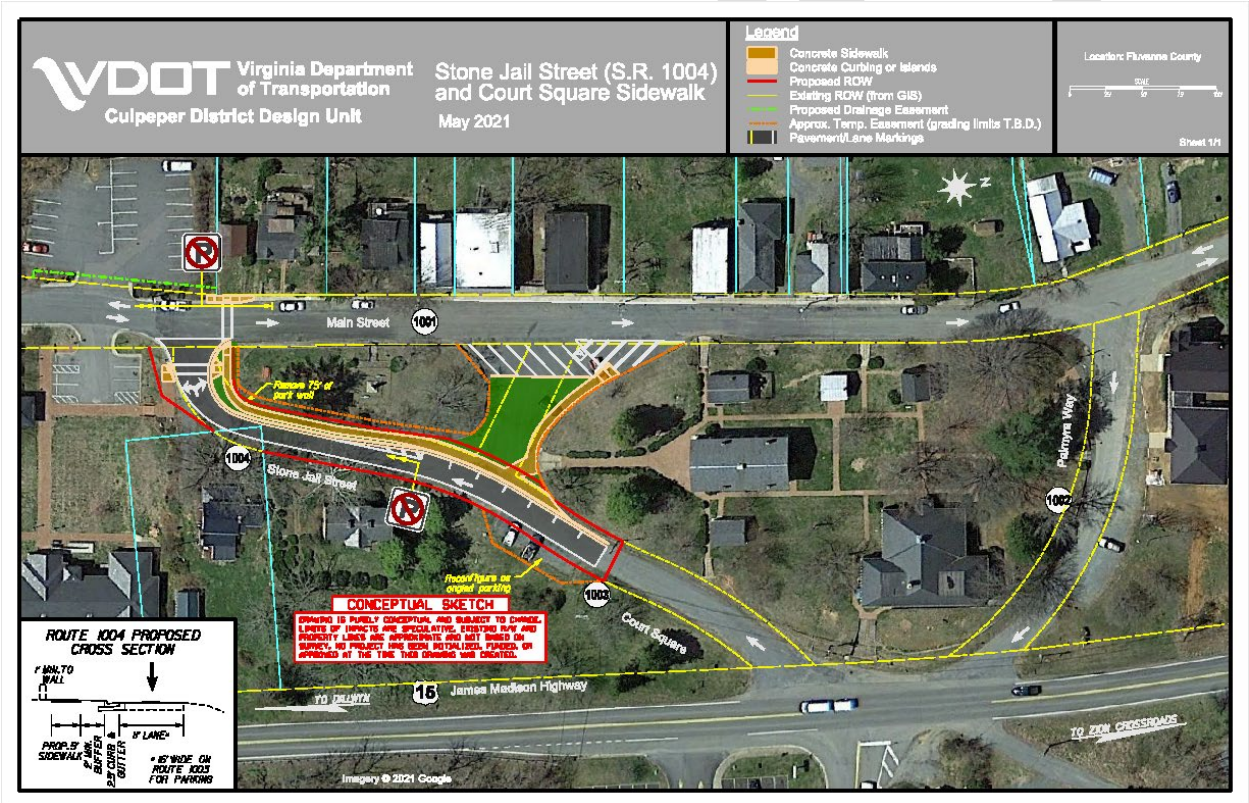
- Composed of one representative from each member jurisdiction at the Boards creation, and one representative from those jurisdictions later added with the consent of the Tax Board. Chief Administrative Officer for the jurisdiction shall be the Board representative for the jurisdiction.
- An Administrator will oversee day-to-day operations of the Board
 - staff and TJPDC staff may also provide administrative support
- Regional Board will disburse tax revenue to member jurisdictions on a monthly basis



- The Board of Supervisors directed staff to move forward with proposed ordinance approving the formation of a joint Cigarette Tax Board.

Transportation Alternatives Program (TAP) Grant Request – Douglas Miles, Community Development Director

- The Transportation Alternatives Program (TAP) is intended to help grant fund community based projects such as sidewalks and road improvements for cultural and historical aspects in a community.
- Fluvanna County is making this TAP Grant Application mainly to strengthen our local economy and to encourage small business growth and development along Main Street for our businesses.
- The Palmyra Village Streetscape Project is a part of the Board’s current Strategic Initiatives Program as C7 and there has been community volunteer work completed there over the years.
- The VDOT Grant Funding Dollars would be used to perform work that cannot be done by local volunteers, County Public Works employees, and overall Fluvanna County - it takes a partnership with VDOT staff.
- County Administrator / Community Development Director and staff walked the Palmyra Main Street Area with both Tom FitzPatrick, PE, VDOT Culpeper District and Bethel Kefyalew, VDOT Louisa Residency.
- VDOT and County staff determined it would be eligible for the grant: Albemarle County & Charlottesville are not applying for a TAP Grant.
- Fluvanna County’s TAP Grant request for VDOT funding is to be able to construct concrete sidewalks and related concrete curbing along Stone Jail Street, remove Court Square (road) that bisects the lawn area, and provide properly marked and much needed Angled and Parallel parking spaces as the one-way road system is completed.
- Fluvanna County qualifies for the VDOT TAP funding and this is work that is rather expensive up front and it may realize some cost savings during the life of the Main Street – Palmyra Streetscape Project work that would begin on Stone Jail Street and would create Court Square.



- If the Board of Supervisors wants to move forward there would be a 20% match required, which is currently \$268,600 with the total VDOT estimated project cost of \$1,343,000 for the proposed work.

PROPOSED ESTIMATE				PROPOSED SCHEDULE	
Phase	Base	%	Total	Phase (Task)	Target Date
PE	\$450,000	5%	\$472,500	PE Start (12)	12/1/2022
RW/UT	\$110,000	15%	\$126,500	RW Start (52)	4/9/2025
CN (CEI)	\$465,000	25%	\$744,000	CN Start (80)	9/26/2025
CN (Cont)		35%		CN End (91)	2/10/2026
Total 2021 Estimate (Uninflated)			\$1,343,000		

VDOT TAP Grant Benchmark Dates

- July 1, 2021 – Fluvanna Planning submitted Preliminary TAP Grant

Board of Supervisors Minutes

- August 4, 2021 – Board Discussion for the 20% Matching Funds
 - September 1st or 15th, 2021 – BOS Resolution for our TAP Grant
 - October 1, 2021 – Fluvanna Planning submits a VDOT TAP Grant
 - 2022 TAP Grant Funds Awarded – Fluvanna Planning may request VDOT funds for Main Street – Phase II and Main Street – Phase III
- *The Board of Supervisors agreed to the 20% match and directed staff to move forward with the VDOT TAP Grant project.*

County Broadband Update – Bryan Rothamel, Economic Development Coordinator
Firefly Project Preliminary Estimates

- Total electric accounts in Fluvanna County
 - CVEC – 9,316
 - Dominion – 3,523
 - *Assume 10% of electric accounts will never take broadband service (barns, electric fences, water troughs, etc)
- Unserved locations for internet (25/3 speed or less)
 - 917 homes and businesses
 - 43 miles of fiber
 - Start construction in 2022, finish all areas by 2025
- Preliminary budget and grant requests
 - \$4,000,000
 - State grant funds (VATI) - \$1.4 million
 - Local grant funds (possibly ARPA funds) - \$687,750

Project Schedule

August 2021 – Return to Board of Supervisors with final estimate
Board makes decision on participation
September 14 – VATI application due
December 2021 – VATI awards announced
January/February 2022 – Dominion files for SCC approval for middle mile project area
Later in 2022 – Construction begins
Generally, assume six months from start of construction until first in home connections. Will continue to work until all who would like service are connected.

RISE in Fluvanna

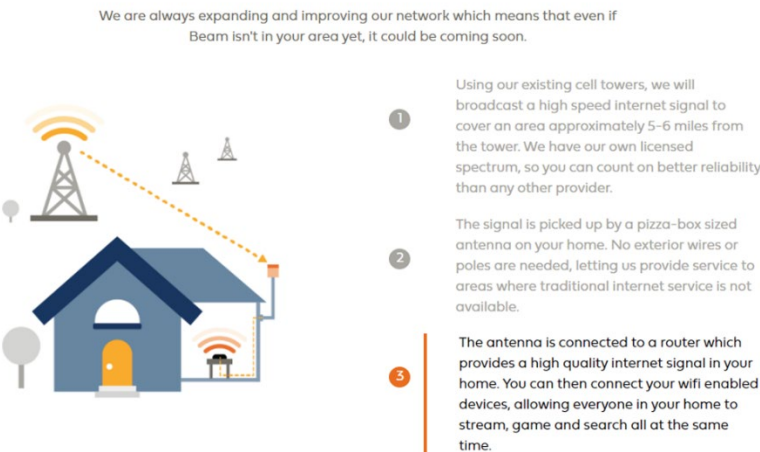
- How residents can help
 - Go online to www.fireflyva.com/rise and take survey
 - We must show that service is not available in unserved areas
 - Provide address, what type of internet you have and anyone who has turned you down for service
 - Speed test for those with CenturyLink DSL or fixed wireless service
- This is a one-time opportunity to overcome the lack of internet
 - Funding available at the state level
 - Potential sources of funds for local match
 - Partnerships that help speed build and offset costs

Join the project – let’s get ready to fly!

Beam Internet by Shentel

- Shentel is a telecommunications company based in the Shenandoah Valley.
- Shentel offers phone, internet, and cable services in markets served in Virginia, West Virginia, Maryland, and Kentucky.
- Shentel is publicly traded on NASDAQ as SHEN.
- Beam is a fixed wireless broadband.
- Shentel owns the spectrum they broadcast Beam on, so there is no interference.
- Shentel announced June 23 it had expanded into Fluvanna, Goochland, Louisa and Greene Counties.
- In Fluvanna, Shentel serves a portion of the northeast corner of Fluvanna in the Kents Store area.
- For more information about Beam, go to iwantbeam.com.
- Staff sent along additional tower sites in Fluvanna if Beam is interested in co-locating on Fluvanna towers.

How it Works



Fluvanna Arts Council MOU – Kelly Belanger Harris, Assistant County Administrator

Use of Carysbrook Performing Arts Center

- WHAT?
 - Establish a clear purpose for the use of the Carysbrook Performing Arts Center
 - Review and renew a Memorandum of Understanding (MOU) between the County of Fluvanna and the Fluvanna County Arts Council regarding the use of Carysbrook Performing Arts Center
- WHY?
 - Outline the roles and responsibilities of each entity
 - MOU with Fluvanna County Arts Council has not been renewed/reconsidered since 2008.
 - Fluvanna County Arts Council would like to expand community art offerings
 - Maintain security for the Department of Social Services Building

Historical Agreements

- May 1, 1996:
 - Agreement for Management of Carysbrook Performing Arts Center
- Jun 17, 1999:
 - Memo of Understanding between the Fluvanna Arts Council and the Fluvanna County Department of Park and Recreation for the Management of Carysbrook Performing Arts Center
- Feb 6, 2008:
 - Resolution on the Use of Carysbrook
- Mar 5, 2008:
 - Policy for the Use of the Carysbrook Performing Arts Center
- Oct 2, 2008:
 - Carysbrook Performing Arts Center Ownership Exception (added inventory to the Policy)
- Mar 7, 2018:
 - Policy format updated; no changes made to substance of policy

Use of Carysbrook Performing Arts Center

Policy 9.4 – Carysbrook Performing Arts Center Use (adopted by the Board March 7, 2018)

Purpose

- A. The Fluvanna County Board of Supervisors (hereinafter referred to as "County") and the Fluvanna Arts Council, (hereinafter referred to as "Council") desire to provide a performing arts facility for the use and enjoyment of the citizens of Fluvanna County.
- B. The County and the Council recognize the mutual benefits of operating this facility utilizing the collective resources of both organizations.
- C. With regard to scheduling, the Carysbrook Performing Arts Center (hereinafter referred to as "CPAC") shall be available for reasonable use by the Council, the County government, schools, community groups, and commercial groups according to guidelines established herein and administered by the Department of Parks & Recreation (hereinafter referred to as "DPR") as delegated to the DPR by the Department of Public Works.
- D. The CPAC is available to rent to responsible organizations for reasonable and appropriate activities.

Proposed Revisions

- Necessitate changes to the Policy 9.4 – Carysbrook Performing Arts Center Use (*adopted by the Board March 7, 2018*)
- Grants Fluvanna County Arts Council authority over scheduling use of the Performing Arts Center subject to provisions of proposed revisions
- Proposes a collaborative relationship regarding events at Pleasant Grove Park Stage
- Proposed changes are partly philosophical – does the County now wish to grant the authority to the Fluvanna County Arts Council where historically the Arts Council has been one of possibly many organizations who used the space.
 - *After some discussion, the Board asked for the Fluvanna Arts Council MOU to return to the October 6th meeting.*

9 - CONSENT AGENDA

The following items were discussed before approval:

L - Job Description Update for Utility System Operator I (Trainee) and Utilities System Operator II – Donna Snow, HR Manager

The following items were approved under the Consent Agenda for August 4, 2021:

- *Minutes of July 7, 2021* – Caitlin Solis, Clerk to the Board
- *Amendment to Resolution Recognizing Nichols Coleman Thornton - Eagle Scout* – Caitlin Solis, Clerk to the Board
- *Job Description Update for Utility System Operator I (Trainee) and Utilities System Operator II* – Donna Snow, HR Manager
- *Utilities System Operator III Job Description* – Donna Snow, HR Manager

Board of Supervisors Minutes

- *Accountant Job Description* – Donna Snow, HR Manager
- *CRMF - Courts Building Sally Port Door* – Dale Critzer, Asst. Director Public Works-Facilities
- *FY21 90 Rescue Lane Insurance Claim* – Tori Melton, Management Analyst
- *FY21 11206 West River Road Insurance Claim* – Tori Melton, Management Analyst
- *FY21 Sheriff Department Insurance Claim - 2019 Dodge Charger VIN# 3232* – Tori Melton, Management Analyst
- *FY21 School Bus Insurance Claim - Bus # 72* – Tori Melton, Management Analyst

MOTION:	Approve the consent agenda, for the August 4, 2021 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

Colonial Circle – Coves at Monticello Affordable Workforce Housing – Eric Dahl, County Administrator

- Pinnacle Construction & Development Corp. is the proposed developer for the Coves at Monticello, which is the multi-family housing section in Colonial Circle.
- They are proposing 124 units of Affordable Workforce Housing. This multi-family housing development would be similar to their recently completed Brookdale development (see in Executive Summary pg. 26).
- Estimated 2 & 3 bedroom rents would range from \$925-\$1500 per month. This project would use 50-70% AMI (Average Median Income), which would be around \$45K-\$65K.

Real Estate Tax Financial Incentive Request

As part of being able to provide Affordable Workforce Housing, they are requesting real estate tax financial incentives. They have revised the financial incentives to a 10 year Performance Agreement:

- The enclosed financial incentive comparison shows the following:
 - As-Is: Estimated taxes over a 30 year period on unimproved land would generate \$397,800.
 - **PROPOSED - LIHTC – 10 Year Performance Agreement**: The original financial incentives were revised to reduce the tax incentives by 5 years. The new LIHTC (Low Income Housing Tax Credit) – 10 Year Performance Agreement reflects tax incentives years 1-10, reduction of tax incentives years 11-14 and full tax payments years 15-30. The total estimated real estate tax generated over years 1-30 would \$2,112,477.
 - Market Rate Development – 8 Year Delay: This forecast assumes a market rate development with no financial incentives. It shows a 8 year development delay and 2 years for construction. The total estimated real estate tax generated over years 1-30 would \$2,302,997.
 - Market Rate Development – 4 Year Delay: This forecast assumes a market rate development with no financial incentives. It shows a 4 year development delay and 2 years for construction. The total estimated real estate tax generated over years 1-30 would \$2,684,036.
- If the Board of Supervisors want to move forward with real estate tax financial incentives for this project, staff would need to know the structure of the tax incentives to incorporate into a performance agreement, subject to County Attorney review.
- Staff would bring back a performance agreement to the board on the August 18, 2021 regular meeting.
 - *After a lengthy discussion, the Board of Supervisors directed staff to move forward with a formal performance agreement.*

MOTION TO EXTEND

- *At 7:58pm, a motion was made to extend the Board of Supervisors meeting.*

MOTION:	Approve a motion to extend the August 4, 2021 Regular Board of Supervisors meeting to 10:00pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - NEW BUSINESS

Mrs. Booker mentioned a recent visit to Silk City, and remarked on the positive atmosphere and rapid expansion of the workforce and production.

12 - PUBLIC COMMENTS #2

At 8:23pm Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 8:23pm.

13 - CLOSED MEETING

MOTION:	At 8:24pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds, Litigation and Legal Matters.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:					

MOTION:	At 9:16pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the 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				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, August 4, 2021 at 9:17pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

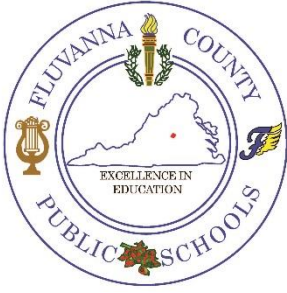
John M. Sheridan
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	August 18, 2021																																		
AGENDA TITLE:	FY22 FCPS Grants Supplemental Appropriation																																		
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$1,441,533.16 to the Fluvanna County Public Schools FY22 budget for funds received from Federal sources.																																		
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																																
		X																																	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																														
				X																															
STAFF CONTACT(S):	Tori Melton, Management Analyst Brenda Gilliam, Executive Director for Instruction and Finance																																		
PRESENTER(S):	Brenda Gilliam, Executive Director for Instruction and Finance																																		
RECOMMENDATION:	I recommend approval of the motion as stated above.																																		
TIMING:	Routine																																		
DISCUSSION:	<p>Fluvanna County Public Schools has received \$1,441,533.16 in new FY22 grant funding from Federal revenue sources that were not included in the FY22 budget. The supplemental appropriation breakdown is provided on the FCPS request enclosed. The below tables show the change in the FY22 FCPS budget:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Revenue Category</th> <th style="text-align: right;">FY22 Adopted</th> <th style="text-align: right;">FY22 Revised</th> <th style="text-align: right;">FY22 Request</th> <th style="text-align: right;">FY22 Revised (NEW Total)</th> </tr> </thead> <tbody> <tr> <td>Local - County</td> <td style="text-align: right;">18,658,356</td> <td style="text-align: right;">18,658,356</td> <td style="text-align: center;">-</td> <td style="text-align: right;">18,658,356.00</td> </tr> <tr> <td>Other Local</td> <td style="text-align: right;">450,000</td> <td style="text-align: right;">450,000</td> <td style="text-align: center;">-</td> <td style="text-align: right;">450,000.00</td> </tr> <tr> <td>State</td> <td style="text-align: right;">23,988,974</td> <td style="text-align: right;">23,988,974</td> <td style="text-align: center;">-</td> <td style="text-align: right;">23,988,974.00</td> </tr> <tr> <td>Federal</td> <td style="text-align: right;">1,851,300</td> <td style="text-align: right;">1,851,300</td> <td style="text-align: right;">1,441,533.16</td> <td style="text-align: right;">3,292,833.16</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">44,948,630</td> <td style="text-align: right;">44,948,630</td> <td style="text-align: right;">1,441,533.16</td> <td style="text-align: right;">46,390,163.16</td> </tr> </tbody> </table>					Revenue Category	FY22 Adopted	FY22 Revised	FY22 Request	FY22 Revised (NEW Total)	Local - County	18,658,356	18,658,356	-	18,658,356.00	Other Local	450,000	450,000	-	450,000.00	State	23,988,974	23,988,974	-	23,988,974.00	Federal	1,851,300	1,851,300	1,441,533.16	3,292,833.16	TOTAL	44,948,630	44,948,630	1,441,533.16	46,390,163.16
Revenue Category	FY22 Adopted	FY22 Revised	FY22 Request	FY22 Revised (NEW Total)																															
Local - County	18,658,356	18,658,356	-	18,658,356.00																															
Other Local	450,000	450,000	-	450,000.00																															
State	23,988,974	23,988,974	-	23,988,974.00																															
Federal	1,851,300	1,851,300	1,441,533.16	3,292,833.16																															
TOTAL	44,948,630	44,948,630	1,441,533.16	46,390,163.16																															
FISCAL IMPACT:	<p>Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$1,441,533.16 as outlined in the above table.</p> <p>There is no local County match required for these funds. In addition, this request is not for County Local funding carryover. Any requests for County Local funding carryovers will not occur until Fall 2021.</p>																																		

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	FCPS Supplemental Appropriation Request				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



FLUVANNA COUNTY PUBLIC SCHOOLS

14455 JAMES MADISON HIGHWAY
PALMYRA, VIRGINIA 22963

Phone: (434) 589-8208 Fax: (434) 589-2248

TO: Eric Dahl, County Administrator, Fluvanna County

FROM: Brenda Gilliam, Executive Director for Instruction and Finance

Cc: Dr. Peter Gretz, Superintendent Fluvanna County Public Schools
Tori Melton, Management Analyst

DATE: August 6, 2021

RE: Supplemental Appropriation Request- Federal Funds

Fluvanna County Public Schools has received grants from Federal revenue sources that were not included in the FY2022 budget.

It is requested the funds be appropriated to the Schools as an increase in funds as outlined below:

State- -0-
Federal- \$1,441,533.16
Other Local- -0-
Total= \$1,441,533.16

Funding Source	Year	Type	Category	Amount	Expiration
ESSER III	2022	Federal	Instruction	\$906,351.27	09/30/2024
ESSER II- Unfinished Learning	2022	Federal	Instruction	\$327,289.20	09/30/2023
ARP- Special Education	2022	Federal	Instruction	\$193,795.69	09/30/2022
ARP- Early Childhood Special Education	2022	Federal	Instruction	\$14,097.00	09/30/2022

The Fluvanna County School Board is committed to nondiscrimination with regard to sex, sexual orientation, gender, gender identity, race, color, national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, status as a veteran, genetic information or any other characteristic protected by law. This commitment prevails in all of its policies and practices concerning staff, students, educational programs and services, and individuals and entities with whom the Board does business. Mr. Don Stribling, Executive Director for Human Resources, Operations, and Student Services, is designated as the responsible person (Compliance Officer) regarding assurances of nondiscrimination. Any complaint alleging discrimination based on a disability shall be directed to Ms. Jennifer Valentine, Director of Special Education (the Section 504 Coordinator). Both may be reached at the following address: 14455 James Madison Highway, Palmyra, VA 22963; telephone (434) 589-8208. The Fluvanna County School Board is an Equal Opportunity Employer.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	FY22 Sheriff Department Insurance Claim – Property Damage				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$5,526.51 to the FY22 Sheriff's Vehicle/Power Equipment Supplies 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):	Tori Melton, Management Analyst				
PRESENTER(S):	Tori Melton, Management Analyst				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine.				
DISCUSSION:	<p>During a severe storm a 2019 Dodge Charger hit a downed tree in the road while on patrol causing damage to the equipment inside the vehicle. The recovered amount for the damage after the \$500.00 deductible is \$5,526.51.</p> <p>The amount recovered for the vehicle damage was approved at the August 4, 2021 Board of Supervisors meeting.</p> <p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p>				
FISCAL IMPACT:	This action will increase the FY22 Sheriff's Vehicle/Power Equipment Supplies Budget by \$5,526.51.				
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 K

MEETING DATE:	August 18, 2021				
AGENDA TITLE:	Silk City Printing Commonwealth's Development Opportunity Fund (COF) Performance Agreement				
MOTION(s):	I move the Board of Supervisors approve the Commonwealth's Development Opportunity Fund Performance Agreement between Silk City Printing, LLC, Economic Development Authority of Fluvanna County, the Virginia Economic Development Partnership Authority and the County of Fluvanna and authorize to County Administrator to sign the Agreement subject to approval of the County Attorney 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):	Bryan Rothamel, Economic Development Coordinator				
PRESENTER(S):	Eric M. Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>-October 2020, Governor Northam announced Silk City Printing LLC would relocate from Paterson, NJ to Fork Union to occupy the previously vacant warehouse at Carysbrook (formerly Thomasville).</p> <p>-Silk City Printing qualified for the Commonwealth Opportunity Fund incentive for \$70,000. The locality match was expansion of broadband in the area.</p> <p>-Silk City Printing projected hiring 93 employees and investing \$5.7 million in Fluvanna County.</p> <p>-COF incentives are paid after performance by the company and through the local EDA.</p> <p>-The company, VEDP and the EDA have approved the agreement.</p>				
FISCAL IMPACT:	Local match has been complete.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-COF Performance Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (this "Agreement") is made and entered as of April __, 2021, by and among the **COUNTY OF FLUVANNA, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **SILK CITY PRINTING, LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY ("VEDP")**, a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$70,000 (the "COF Grant") from the Commonwealth's Development Opportunity Fund (the "Fund") through VEDP for the purpose of inducing the Company to acquire, equip, improve and operate in the Locality a new apparel silk screen printing facility identified as Fluvanna County Tax Map 42-A-14 with an address of 60 Carysbrook Road, Palmyra, VA 22963 (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, and the obligations of the Company regarding Capital Investment and New Jobs;

WHEREAS, the acquisition, equipping, improvement and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$5,650,000, of which approximately \$1,500,000 will be invested in machinery and tools, approximately \$50,000 will be invested in furniture, fixtures and business personal property, and approximately \$4,100,000 will be invested in the improvement and up-fit of the building for the Facility;

WHEREAS, the acquisition, equipping, improvement and operation of the Facility will further entail the creation and Maintenance of 93 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

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

“Average Annual Wage” means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility.

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building up-fit and improvements by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of October 1, 2020.

“Capital Investment Target” means the Company’s obligation under Section 2(a) to make or cause to be made and retained Capital Investments of at least \$5,650,000 as of the Performance Date.

“High-Paying New Jobs” means those New Jobs, exclusive of the Standard New Jobs, created and Maintained by the Company and paying an Average Annual Wage of at least \$42,083.

“High-Paying New Jobs Target” means the Company’s obligation under Section 2(a), in addition to the Standard New Jobs Target, to create and Maintain at least 72 High-Paying New Jobs as of the Performance Date.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the testing date, including the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. As of October 1, 2020, there were no jobs at the Facility. No full-time position may count as both a Standard New Job and a High-Paying New Job.

“New Jobs Target” means, together, the Standard New Jobs Target and the High-Paying New Jobs Target.

“Performance Date” means September 30, 2026. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may, at any time prior to the Performance Date, request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Company and the Board of Directors of VEDP. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Standard New Jobs” means those New Jobs, exclusive of the High-Paying New Jobs, created and Maintained by the Company or its Affiliates and paying an Average Annual Wage of at least \$35,000.

“Standard New Jobs Target” means the Company’s obligation under Section 2(a), in addition to the High-Paying New Jobs Target, to create and Maintain at least 21 Standard New Jobs as of the Performance Date.

“Targets” means, collectively, the Capital Investment Target and the New Jobs Target, including the High-Paying New Jobs Target and the Standard New Jobs Target.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets:* The Company will acquire, equip, improve, and operate the Facility in the Locality, make or cause to be made and retained a Capital Investment of at least \$5,650,000, and create and Maintain at least 93 New Jobs, including at least 21 Standard New Jobs and at least 72 High-Paying New Jobs, all as of the Performance Date.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the High-Paying New Jobs of at least \$42,083 is more than the prevailing average annual wage in the Locality at the time of VEDP’s recommendation for approval of the COF Grant of \$42,078. The Locality is not a high-unemployment locality, with an unemployment rate for 2019, which is the last year for which such data is available, of 2.3% as compared to the 2019 statewide unemployment rate of 2.8%. The Locality is not a high-poverty locality, with a poverty rate for

2019, which is the last year for which such data is available, of 7.3% as compared to the 2019 statewide poverty rate of 9.9%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

(e) *Support for Virginia's and Locality's Economic Development Efforts:* Recognizing that it is in the best interest of all parties for the Commonwealth and the Locality to achieve sustained economic growth, the parties will periodically engage with one another to advise on economic development strategies and initiatives for the Commonwealth and the Locality, such as promoting the attributes of the Commonwealth and the Locality as great places to do business, or highlighting important industry trends and/or business development opportunities that the Commonwealth or the Locality may wish to pursue. Such engagement would include the Company's participation in occasional business retention and expansion visits from VEDP or Locality personnel, as deemed appropriate based on the project parameters and nature of the incentives provided to the Company.

Section 3. Disbursement of COF Grant.

(a) *Disbursement of the COF Grant:* The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement.

The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

Within 90 days after the Performance Date, the Company will provide the Performance Date Report described in Section 5(b). Through this report, the Company will provide notice and evidence to the Locality, the Authority and VEDP of the amount of Capital Investments made or caused to be made and retained, and the number of New Jobs created and Maintained, as of the Performance Date. The report will be subject to verification by the Locality and VEDP.

Upon such verification, the amount of the COF Grant proceeds to be disbursed shall be calculated as follows:

If Statutory Minimum Requirements Not Met: If, as of the Performance Date, the Company has not made or caused to be made and retained Capital Investments of at least \$5,000,000 and created and Maintained at least 50 High-Paying New Jobs, it will not receive any of the proceeds of the COF Grant. These are the statutory

minimum requirements (the “Statutory Minimum Requirements”) for a grant from the Fund under the Virginia Code for a project located in the Locality.

If Targets Met: If, as of the Performance Date, the Company has made or caused to be made and retained Capital Investments of at least \$5,650,000 and created and Maintained at least 93 New Jobs, including at least 21 Standard New Jobs and at least 72 High-Paying New Jobs, the Company will receive all \$70,000 of the proceeds of the COF Grant.

If Statutory Minimum Requirements Met and Targets Not Met: If, as of the Performance Date, the Company has achieved the Statutory Minimum Requirements, but has not achieved the full Capital Investment of \$5,650,000 and created and Maintained at least 93 New Jobs, including at least 21 Standard New Jobs and at least 72 High-Paying New Jobs, the Company will qualify for a reduced disbursement of the COF Grant. In calculating the reduced disbursement, the COF Grant is to be allocated as 20% (\$14,000) for the Company’s Capital Investment Target, and 80% (\$56,000) of the Company’s New Jobs Target. The \$56,000 allocated to the New Jobs Target is to be further allocated as 75% (\$42,000) for the High-Paying New Jobs Target and 25% (\$14,000) to the Standard New Jobs Target. If the Company has achieved the Statutory Minimum Requirements, but has not fully achieved the Targets, the Company will not receive that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only \$5,085,000 of the Capital Investment has been retained (reflecting achievement of 90% of the Capital Investment Target), and only 54 High-Paying New Jobs have been created and Maintained (reflecting achievement of 75% of the High-Paying New Jobs Target) and 21 Standard New Jobs Target have been created and Maintained (reflecting achievement of 100% of the Standard New Jobs Target), the Company will receive \$12,600 (reflecting 90% of the \$14,000 allocated to the Capital Investment Target), *plus* \$31,500 (reflecting 75% of the \$42,000 allocated to the High-Paying New Jobs Target) *plus* \$14,000 (reflecting 100% of the \$14,000 allocated to the Standard Jobs Target), for a total of \$58,100. These amounts reflect the percentages of the shortfall from the expected amount of Capital Investment and expected number of High-Paying New Jobs, each multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target. In this example, the Company may retain all \$14,000 of the COF proceeds allocated to the Standard New Jobs Target.

The COF Grant proceeds shall be retained in the Fund until needed for disbursement or the COF Grant is withdrawn in accordance with the terms of this Agreement. Within 30 days after verification of the Performance Date Report, if any amount of COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, VEDP will disburse that amount to the Locality. Within 30 days after receipt of such amount, the Locality will disburse such COF Grant proceeds to the Authority. Within 30 days after receipt of such amount, the Authority will disburse such COF Grant proceeds to the Company.

If no COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. If less than \$70,000 of the COF Grant proceeds are available for disbursement to the Company, as determined in accordance with the foregoing calculations, then, automatically, the amount of the proceeds of the COF Grant not available for disbursement to the Company will be retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code.

(b) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the construction or build-out of publicly or privately owned buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$ 70,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	37,100

The proceeds of the COF Grant shall be used for the purposes described in Section 3(b). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality and the Authority expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Extension of Broadband	\$70,000

If, by the Performance Date, the total value of all Local-Level Incentives disbursed or provided, or committed to be disbursed or provided, by the Locality to the Company is less than the \$70,000 COF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference promptly after Performance Date, so long as the Company has met its Targets.

The extension of broadband to the Facility will reflect cost savings to the Company.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at January 1, 2023, and covering the period through the prior September 30. Further, the Company shall provide progress reports at such other times as the Locality, the Authority, or VEDP may require.

(b) *Performance Date Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B (the "Performance Date Report"), detailed verification satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets. The Performance Date Report shall be filed within 90 days after the Performance Date.

Should the Company be unable to file the Performance Date Report within the 90-day timeframe, the Company may request a 60-day delay in filing the Performance Date Report. VEDP will require a \$3,000 fee, payable to VEDP, to process the request for the filing delay. Should the Company not file the Performance Date Report within the 90-day window nor request a filing delay (including payment of the required fee), or if the Company requests a filing delay but does not file the Performance Date Report prior to the new filing deadline, VEDP will withhold any COF Grant payment that might otherwise be due and all rights of the Company under this Agreement will automatically terminate.

(c) *Virginia Corporate Income Tax Information:* With each such progress report and the Performance Date Report, the Company shall report to VEDP the amount paid by the Company (or for a pass-through entity, by its shareholders, members or partners) in the prior calendar year in Virginia corporate (or for a pass-through entity, personal) income tax. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and

shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax, and machinery and tools tax information from the Locality's Commissioner of the Revenue.

(b) *Verification of New Jobs and Wages:* The Company must submit copies of its four most recent Employer's Quarterly Tax Reports (Form FC-20), as filed with the Virginia Employment Commission, with the Performance Date Report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target, including the Standard New Jobs Target and the High-Paying New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

(c) *Additional Documentation:* In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the Capital Investment and New Jobs.

Section 7. Redeployment.

If the Locality, the Authority or VEDP shall determine at any time prior to the Performance Date that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, then, automatically: (i) the Company's rights under this Agreement will terminate, (ii) the COF Grant will be withdrawn, and (iii) the proceeds of the COF Grant retained in the Fund will be freed for redeployment to support other economic development projects, as permitted by the Virginia Code. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

Section 8. Notices.

Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time

of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

with a copy to:

Silk City Printing, LLC

Email:

Attention:

Email:

Attention:

if to the Locality, to:

with a copy to:

County of Fluvanna, Virginia

132 Main Street

Palmyra, Virginia 22963

Email: edahl@fluvannacounty.org

Attention: County Administrator

Fluvanna County Attorney

414 East Jefferson Street

Charlottesville, VA 22902

Email:

Attention:

if to the Authority, to:

with a copy to:

Economic Development Authority of

Fluvanna County, Virginia

c/o County of Fluvanna, Virginia

132 Main Street

Palmyra, Virginia 22963

Email:

Attention: Chairman

Economic Development Authority of

Fluvanna County, Virginia

c/o County of Fluvanna, Virginia

132 Main Street

Palmyra Virginia 22963

Email: econdev@fluvannacounty.org

Attention: Economic Development Office

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership

One James Center, Suite 900

901 East Cary Street

Richmond, Virginia 23219

Email: moret@vedp.org

Attention: President and CEO

Virginia Economic Development Partnership

One James Center, Suite 900

901 East Cary Street

Richmond, Virginia 23219

Email: smcnoch@vedp.org

Attention: General Counsel

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorneys' Fees:* Attorneys' fees shall be paid by the party incurring such fees.

(f) *Force Majeure:* Notwithstanding the foregoing provisions of this Agreement, if the Company does not achieve a Target or take any action required under this Agreement because of an "Event of Force Majeure" (as defined below), the time for achieving the applicable Target or taking such action will be extended day-for-day by the delay in meeting the applicable Target or taking such action caused by the Event of Force Majeure. "Event of Force Majeure" means without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; pandemics; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

(g) *Indemnification:* The Company hereby agrees to indemnify, defend and hold harmless the Authority and the Locality, their respective officers, employees and agents, to the greatest extent possible under applicable law from and against any and all judgments, fines, penalties, claims and any other amounts reasonably incurred or suffered (including, but not

limited to, costs and attorneys' fees) in connection with the Company's use of the Facility and this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives, as of the date first above written.

COUNTY OF FLUVANNA, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**ECONOMIC DEVELOPMENT AUTHORITY
OF FLUVANNA COUNTY, VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

SILK CITY PRINTING, LLC

By _____
Name: _____
Title: _____
Date: _____

**VIRGINIA ECONOMIC DEVELOPMENT
PARTNERSHIP AUTHORITY**

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Annual Progress Report Form
Exhibit B: Performance Date Report Form

Exhibit A

ANNUAL PROGRESS REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project
Location
Amount of Grant
Performance Reporting Period
Performance Date

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
High-Paying New Jobs¹			
Confidence level target will be reached by Performance Date (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage for High-Paying New Jobs			N/A
Confidence level target will be reached by Performance Date (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard New Jobs¹			
Confidence level target will be reached by Performance Date (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage for Standard New Jobs			N/A
Confidence level target will be reached by Performance Date (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Capital Investment (provide breakdown below) ²			
Confidence level target will be reached by Performance Date (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year⁴	\$		\$

¹ Data will be verified using Virginia Employment Commission records.

² Data will be verified with locality records.

³ This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	
New Construction or Expansion	
Renovation or Building Up-fit	
Production Machinery and Tools	
Furniture, Fixtures and Equipment	
Other	
Total	\$

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,
804.545.5618, kellett@vedp.org

Exhibit B

PERFORMANCE DATE REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project
Location
Amount of Grant
Performance Date

PROJECT PERFORMANCE:¹

Performance Measurement	Target	As of	% Complete
High-Paying New Jobs ²			
Average Annual Wage for High-Paying New Jobs			N/A
Standard New Jobs ²			
Average Annual Wage for Standard New Jobs			N/A
Capital Investment (provide breakdown below) ³			
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year ⁴	\$		

¹ Final, actual performance will be reported on VEDP's public reporting website.

² Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

³ Data will be verified using records from the Commissioner of the Revenue and, if requested, invoices.

⁴ This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Up-fit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
Total	\$

LOCAL MATCH:

Goal
Actual

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

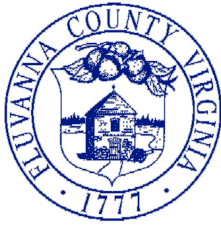
Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,
804.545.5618, kellett@vedp.org



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-08-18 p.247/284
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

TAB L

Date: August 12, 2021
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for Jun 2021**


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

CATEGORY	AMOUNT
General	\$590,286.50
Capital Improvements	\$22,610.53
Debt Service	0.00
Sewer	\$924.72
Fork Union Sanitary District	\$4,033.18
Zion Crossroads Water & Sewer	\$3,969.51
TOTAL AP EXPENDITURES	\$621,824.44
Payroll	\$908,097.49
TOTAL	\$1,529,921.93


MOTION

I move the Accounts Payable and Payroll be ratified for June 2021 in the amount of **\$1,529,921.93.**


Encl:
AP Report

	A	D	E	F	G	I	J	K	L	M	N							
1	County of Fluvanna				From Date: 6/1/2021													
2	Accounts Payable List				To Date: 6/30/2021													
3																		
5	<table><thead><tr><th>Vendor Name</th><th>Charge To</th><th>Description</th><th>Invoice Number</th><th>Invoice Date</th><th>Check Date</th><th>Check Amount</th></tr></thead></table>											Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount												
6	Fund # - 100 GENERAL FUND																	
7	GENERAL FUND																	
8	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 051421	86810	5/14/2021	6/9/2021	238.68											
9	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052821	87115	5/28/2021	6/9/2021	238.71											
10	MRS MARY WHALEN	CUSTOMERS	SIGN DEPOSIT REFUND	060821	6/8/2021	6/11/2021	90.00											
11	RAYMOND BUNCH	PLANNING ESCROW	REFUND FOR ES CASH BOND BR19-260 3439	060321	6/3/2021	6/11/2021	2,000.00											
12	TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFFS FEES	78534	6/30/2021	6/30/2021	576.52											
13	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 052821	87116	5/28/2021	6/9/2021	568.03											
14	VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 051421	86811	5/14/2021	6/9/2021	582.74											
15							Total:	\$4,294.68										
16																		
17	REAL ESTATE TAXES																	
18	BABER, JAMES M JR & JANA C	R E 2021 - 1ST	RE 2021 18A-1-217	87837	6/25/2021	6/28/2021	918.48											
19	BRADLEY, WALTER, JR.	R E 2020-2ND	RE 2020 39-2-6	87805	6/24/2021	6/25/2021	256.46											
20	BRADLEY, WALTER, JR.	R E 2021 - 1ST	RE 2021 39-2-6	87809	6/24/2021	6/25/2021	523.77											
21	CORELOGIC CENTRALIZED REFUNDS	R E 2020 - 1ST	RE 2020 17-20-30	87836	6/25/2021	6/28/2021	1,000.00											
22	CORELOGIC CENTRALIZED REFUNDS	R E 2021 - 1ST	RE 2021 21-A-16A	87839	6/25/2021	6/28/2021	512.72											
23	DECATUR, RICHARD & MARGARET D	R E 2021 - 1ST	RE 2021 18A-12-183	87838	6/25/2021	6/28/2021	2,320.50											
24	EARLY, RICHARD C. & WANDRA N.	R E 2021 - 1ST	RE 2021 23-11-4	87810	6/24/2021	6/25/2021	9.62											
25	HEUSER, WILLIAM H JR & KATHLEEN M	R E 2020 - 1ST	RE 2020 18A-3-570	87806	6/24/2021	6/25/2021	1,937.25											
26	HEUSER, WILLIAM H JR & KATHLEEN M	R E 2020-2ND	RE 2020 18A-3-570	87806	6/24/2021	6/25/2021	1,937.27											
27	MARYANN GILBERT	R E 2021 - 1ST	RE 2021 47-A-70	87840	6/25/2021	6/28/2021	855.27											
28	WOODLAND COTTAGE LLC	R E 2020 - 1ST	RE 2020 5-A-34	87807	6/24/2021	6/25/2021	371.85											
29	WOODLAND COTTAGE LLC	R E 2020-2ND	RE 2020 5-A-34	87807	6/24/2021	6/25/2021	371.85											
30	WYLIE, PAUL D JR & SALLY C	R E 2017 - 1ST	RE 2017 53-11-26	87802	6/24/2021	6/25/2021	1,589.98											
31	WYLIE, PAUL D JR & SALLY C	R E 2017 - 2ND	RE 2017 53-11-26	87802	6/24/2021	6/25/2021	1,589.98											
32	WYLIE, PAUL D JR & SALLY C	R E 2018 - 1ST	RE 2018 53-11-26	87803	6/24/2021	6/25/2021	1,646.06											
33	WYLIE, PAUL D JR & SALLY C	R E 2018 - 2ND	RE 2018 53-11-26	87803	6/24/2021	6/25/2021	1,646.08											
34	WYLIE, PAUL D JR & SALLY C	R E 2019 - 1ST	RE 2019 53-11-26	87804	6/24/2021	6/25/2021	1,701.08											
35	WYLIE, PAUL D JR & SALLY C	R E 2019 - 2ND	RE 2019 53-11-26	87804	6/24/2021	6/25/2021	1,701.08											
36	WYLIE, PAUL D JR & SALLY C	R E 2020 - 1ST	RE 2020 53-11-26	87808	6/24/2021	6/25/2021	1,701.08											
37	WYLIE, PAUL D JR & SALLY C	R E 2020-2ND	RE 2020 53-11-26	87808	6/24/2021	6/25/2021	1,701.07											
38							Total:	\$24,291.45										
39																		
40	PERSONAL PROPERTY TAXES																	
41	ENTERPRISE FM TRUST	P P 2021 - 1ST	PP21-	87812	6/24/2021	6/25/2021	311.57											
42	ENTERPRISE FM TRUST	P P 2021 - 1ST	PP21-	87812	6/24/2021	6/25/2021	500.80											
43							Total:	\$812.37										
44																		
45	OTHER LOCAL TAXES																	
46	BRADLEY JR, WALTER	ADMIN FEE VEHICLE LICENSE	PP 2021 199304	87811	6/24/2021	6/25/2021	33.00											
47	CAMPBELL, JEREMIAH BEN WAYNE	ADMIN FEE VEHICLE LICENSE	PP 2020 27651	87842	6/25/2021	6/28/2021	1.79											
48	CHING, OMAR RICARDO	ADMIN FEE VEHICLE LICENSE	PP 2020 17208	87843	6/25/2021	6/28/2021	7.00											
49	CHRISTMAS, AKEISHA LASHELLE	ADMIN FEE VEHICLE LICENSE	PP 2021 17228	87846	6/25/2021	6/28/2021	183.24											




	A	D	E	F	G	I	J	K	L	M	N																																																																																				
1	County of Fluvanna				From Date: 6/1/2021																																																																																										
2	Accounts Payable List				To Date: 6/30/2021																																																																																										
3																																																																																															
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Total:						\$996.18																																																																																									
62	BOARD OF SUPERVISORS																																																																																														
63	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING AD 6/6/21	2021F22-14	6/3/2021	6/11/2021	270.38																																																																																								
64	FLUVANNA REVIEW	ADVERTISING	JUNE 16 PUBLIC HEARING AD/ZMP/SIX YEAR	2021F23-10	6/10/2021	6/17/2021	270.38																																																																																								
65	VACORP	PROFESSIONAL SERVICES	CLAIM#0322020271406	06162021	6/16/2021	6/17/2021	2,500.00																																																																																								
66	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	122.68																																																																																								
Total:						\$3,163.44																																																																																									
69	COUNTY ADMINISTRATOR																																																																																														
70	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	223.00																																																																																								
71	PITNEY BOWES	LEASE/RENT	LEASING CHARGES	3313564815	5/27/2021	6/17/2021	589.17																																																																																								
72	SMARSH, INC.	CONTRACT SERVICES	PRO SUPPORT/CLOUD/SMG/FEE/SMG10	INV00657849	4/30/2021	6/11/2021	2,090.71																																																																																								
73	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T441150	6/3/2021	6/17/2021	215.07																																																																																								
74	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	40.51																																																																																								
Total:						\$3,158.46																																																																																									
77	COUNTY ATTORNEY																																																																																														
78	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	GENERA/REAL ESTATE/PROC/SPECIAL/REAL	060421	6/4/2021	6/17/2021	10,000.00																																																																																								
79	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	GENERA/REAL ESTATE/PROC/SPECIAL/REAL	060421	6/4/2021	6/17/2021	1,655.50																																																																																								
80	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	GENERA/REAL ESTATE/PROC/SPECIAL/REAL	060421	6/4/2021	6/17/2021	142.50																																																																																								
81	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL/SPECIAL	06042021	6/4/2021	6/11/2021	129.00																																																																																								
82	PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	GENERA/REAL ESTATE/PROC/SPECIAL/REAL	060421	6/4/2021	6/17/2021	3,604.50																																																																																								
Total:						\$15,531.50																																																																																									
85	COMMISSIONER OF THE REVENUE																																																																																														
86	4IMPRINT, INC	ADVERTISING	#21215517	21215517	6/8/2021	6/17/2021	334.46																																																																																								
87	4IMPRINT, INC	ADVERTISING	#21215440	21215440	6/8/2021	6/17/2021	2,504.95																																																																																								
88	COMMISSIONERS OF THE REVENUE	CONVENTION AND	2021 CRAV ANNUAL OCNFERENCE	06022021	6/2/2021	6/4/2021	1,875.00																																																																																								
89	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	16.22																																																																																								
90	PITNEY BOWES	LEASE/RENT	MONTHLY CHARGES	3313564292	5/27/2021	6/17/2021	458.88																																																																																								
91	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	194.62																																																																																								
92	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET PUBLIC SITE MEMEBERSHIP FEE	9669	5/31/2021	6/17/2021	300.00																																																																																								
93	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	40.51																																																																																								




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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount																			
					Total:	\$5,724.64																			
94																									
95																									
96	TREASURER																								
97	AMAZON CAPITAL SERVICES	EDP EQUIPMENT	TONER/PRINTER	1DTD-WF7D-T191	6/17/2021	6/25/2021	298.90																		
98	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	PAPER/PAPER PLATES/CARTRIDGE/INK	1X4D-TJ63-7MXJ	5/20/2021	6/17/2021	576.15																		
99	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	TONER/PRINTER	1DTD-WF7D-T191	6/17/2021	6/25/2021	221.89																		
100	BMS DIRECT	PRINTING AND BINDING	POSTAGE	149820	5/24/2021	6/17/2021	1,791.75																		
101	BMS DIRECT	PRINTING AND BINDING	DAT PORCESSING LETTERSHOP	149815	5/24/2021	6/17/2021	3,256.79																		
102	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	125.00																		
103	FLUVANNA REVIEW	ADVERTISING	FIRST HALF OF TAXES	2021F21-11	5/27/2021	6/17/2021	82.69																		
104	FLUVANNA REVIEW	ADVERTISING	FIRST HALF TAXES AD	2021F22-17	6/3/2021	6/17/2021	82.69																		
105	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	40.51																		
106	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	ACCT#546001282025	060821	6/8/2021	6/17/2021	75.00																		
107						Total:	\$6,551.37																		
108																									
109	INFORMATION TECHNOLOGY																								
110	AMAZON CAPITAL SERVICES	EDP EQUIPMENT	WIRELESS DISPLAY ADAPTER, BLACK	17KY-KLCK-XQ7F	5/25/2021	6/11/2021	109.98																		
111	AMAZON CAPITAL SERVICES	EDP EQUIPMENT	CORD PROTECOTR	1VLX-V93W-9RMWV	6/13/2021	6/17/2021	46.00																		
112	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	57.00																		
113	DISYS SOLUTIONS, INC.	ADP SERVICES	CONECMUACPL25	IN19865	5/28/2021	6/11/2021	43.46																		
114	PROGENT CORPORATION	PROFESSIONAL SERVICES	REMOTE	146307	5/31/2021	6/4/2021	38.50																		
115	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T441150	6/3/2021	6/17/2021	3,060.79																		
116	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	128.26																		
117						Total:	\$3,483.99																		
118																									
119	FINANCE																								
120	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	171.71																		
121	IMAGETREND, INC	CONTRACT SERVICES	MAY 2021	129149	5/31/2021	6/25/2021	2,007.53																		
122	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	75.68																		
123	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	40.51																		
124	VIRGINIA CORRECTIONAL	OFFICE SUPPLIES	BUSINESS CARDS	9604756	6/16/2021	6/25/2021	22.90																		
125						Total:	\$2,318.33																		
126																									
127	REGISTRAR/ELECTORAL BOARD																								
128	BIG EYE	CONTRACT SERVICES	2021 ANNUAL ABSENTEE BALLOT VOTER	107958-R	6/16/2021	6/25/2021	125.92																		
129	CATHERINE E. HOBBS	SUBSISTENCE & LODGING	REIMBURSEMENT FOR MEALS DURING	061121	6/11/2021	6/17/2021	106.79																		
130	DANIEL D. GRAFF	MILEAGE ALLOWANCES	LOCAL TRAVEL MILEAGE FORM	062121	6/16/2021	6/25/2021	111.83																		
131	DANIEL D. GRAFF	SUBSISTENCE & LODGING	REIMBURSEMENT FOR MEALS DURING	060921	6/9/2021	6/17/2021	64.23																		
132	ELECTION SERVICES ONLINE	CONTRACT SERVICES	CODING FOR THE 2021 JUNE PRIMARY	2268	6/11/2021	6/17/2021	5,107.70																		
133	JOYCE PACE	MILEAGE ALLOWANCES	LOCAL TRAVEL MILEAGE FORM	061621	6/16/2021	6/25/2021	339.36																		
134	ANDREA OVERWEG	CONTRACT SERVICES	OFFICER OF ELECTION	AO 1	6/8/2021	6/25/2021	130.00																		
135	ANDREW M LEON	CONTRACT SERVICES	OFFICER OF ELECTION (SHIFT)	AL 1	6/8/2021	6/25/2021	77.50																		
136	ANN BROWN	CONTRACT SERVICES	OFFICER OF ELECTION	AB 1	6/8/2021	6/25/2021	130.00																		
137	ANN M ZIPSER	CONTRACT SERVICES	OFFICER OF ELECTION (SHIFT)	AZ 1	6/8/2021	6/25/2021	77.50																		





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HUMAN RESOURCES																																																																			
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	FILE FOLDERS/DIVIDERS	19TV-N1W9-VHNN	4/29/2021	6/17/2021	90.69																																																													
CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	17.17																																																													
CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	54.35																																																													
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GENERAL DISTRICT COURT																																																																			
CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	134.00																																																													
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Total:						\$355.15																																																													
195																																																																			
196	<table><tbody><tr><td>DRUG COURT</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>OAR JEFFERSON AREA COMM.</td><td>EDP EQUIPMENT</td><td>DRUG COURT SERVICES-JAN-MARCH 2021</td><td>04062021</td><td>6/10/2021</td><td>6/17/2021</td><td>1,667.34</td></tr><tr><td>OAR JEFFERSON AREA COMM.</td><td>MILEAGE ALLOWANCES</td><td>DRUG COURT SERVICES-JAN-MARCH 2021</td><td>04062021</td><td>6/10/2021</td><td>6/17/2021</td><td>578.45</td></tr><tr><td>OAR JEFFERSON AREA COMM.</td><td>OFFICE SUPPLIES</td><td>DRUG COURT SERVICES-JAN-MARCH 2021</td><td>04062021</td><td>6/10/2021</td><td>6/17/2021</td><td>138.47</td></tr><tr><td>OAR JEFFERSON AREA COMM.</td><td>PRINTING AND BINDING</td><td>DRUG COURT SERVICES-JAN-MARCH 2021</td><td>04062021</td><td>6/10/2021</td><td>6/17/2021</td><td>47.39</td></tr><tr><td>OAR JEFFERSON AREA COMM.</td><td>PROFESSIONAL SERVICES</td><td>DRUG COURT SERVICES-JAN-MARCH 2021</td><td>04062021</td><td>6/10/2021</td><td>6/17/2021</td><td>14,440.07</td></tr><tr><td colspan="6">Total:</td><td>\$16,871.72</td></tr></tbody></table>											DRUG COURT							OAR JEFFERSON AREA COMM.	EDP EQUIPMENT	DRUG COURT SERVICES-JAN-MARCH 2021	04062021	6/10/2021	6/17/2021	1,667.34	OAR JEFFERSON AREA COMM.	MILEAGE ALLOWANCES	DRUG COURT SERVICES-JAN-MARCH 2021	04062021	6/10/2021	6/17/2021	578.45	OAR JEFFERSON AREA COMM.	OFFICE SUPPLIES	DRUG COURT SERVICES-JAN-MARCH 2021	04062021	6/10/2021	6/17/2021	138.47	OAR JEFFERSON AREA COMM.	PRINTING AND BINDING	DRUG COURT SERVICES-JAN-MARCH 2021	04062021	6/10/2021	6/17/2021	47.39	OAR JEFFERSON AREA COMM.	PROFESSIONAL SERVICES	DRUG COURT SERVICES-JAN-MARCH 2021	04062021	6/10/2021	6/17/2021	14,440.07	Total:						\$16,871.72							
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226																									
227																									
228	SHERIFF																								
229	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER/AIR FILTER	7306114762610	5/27/2021	6/4/2021	65.74																		
230	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	PK OE AM ORANGE 50 1 E	7306115450521	6/3/2021	6/11/2021	18.99																		
231	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE PADS/PAINTED ROTOR	7306115550563	6/4/2021	6/11/2021	111.12																		
232	AMAZON CAPITAL SERVICES	INVESTIGATIVE SERVICES	CRUCIAL 32 GB KIT	13VP-YRH1-97WP	6/2/2021	6/4/2021	337.34																		
233	AMAZON CAPITAL SERVICES	INVESTIGATIVE SERVICES	COMPATIBLE INK CARTRIDGE	1X6K-TYCQ-94H9	6/2/2021	6/11/2021	16.01																		
234	AMAZON CAPITAL SERVICES	INVESTIGATIVE SERVICES	SAMSUNG PORTABLE	1JVVW-GRD3-W3J4	6/10/2021	6/17/2021	159.99																		
235	AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING APPAREL	POLO SHIRTS	00058344	6/16/2021	6/25/2021	350.90																		
236	AT&T 286-3642	TELECOMMUNICATIONS	MONTHLY	7305055828001 060621	6/6/2021	6/25/2021	66.31																		
237	AXON ENTERPRISES INC	MAINTENANCE CONTRACTS	TASER QTY 10	SI-1745423	6/14/2021	6/25/2021	2,800.00																		
238	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT/BALANCE AND DISPOSAL	FCSD067	5/27/2021	6/4/2021	96.00																		
239	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT/BALANCE/DISPOSAL	FCSD068	6/17/2021	6/17/2021	24.00																		
240	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT/BALANCE/DISPOSAL	FCSD069	6/7/2021	6/17/2021	96.00																		
241	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	80.95																		
242	CANON FINANCIAL SERVICES, INC.	MAINTENANCE CONTRACTS	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	441.00																		
243	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY	310191749 051621	5/16/2021	6/4/2021	1,081.94																		
244	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309903768 060721	6/7/2021	6/17/2021	164.43																		
245	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES/SHERIFFS OFFICE	309797542 061621	6/16/2021	6/25/2021	181.23																		
246	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES/SHERIFFS OFFICE	310191749 061621	6/16/2021	6/25/2021	1,073.94																		
247	DAVID R. WELLS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061521	6/15/2021	6/25/2021	83.00																		
248	EAST COAST EMERGENCY VEHICLES	VEHICLES REP & MAINT	FORD INTERCEPTOR SEDAN UNIT 46	19967	5/31/2021	6/4/2021	75.00																		
249	ERIC HESS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	062421	6/24/2021	6/25/2021	83.00																		
250	GALLS, LLC.	POLICE SUPPLIES	DOUBLE PISTOL BUNGEE CVR	018465269	5/27/2021	6/11/2021	68.89																		
251	GALLS, LLC.	POLICE SUPPLIES	5.11 MENS PERFORMANCE S/S POLO	018470287	5/27/2021	6/11/2021	120.36																		
252	GALLS, LLC.	POLICE SUPPLIES	STRYKE TDU PANT	018465261	5/27/2021	6/11/2021	123.00																		
253	GALLS, LLC.	POLICE SUPPLIES	ATAC 2.0 8IN SHIELD BOOT	018465264	5/27/2021	6/11/2021	123.49																		
254	GALLS, LLC.	POLICE SUPPLIES	ATAC 2.0 8IN SHIELD BOOT	018466946	5/27/2021	6/11/2021	123.49																		
255	GALLS, LLC.	POLICE SUPPLIES	STRYKE TDU PANT	018456750	5/26/2021	6/11/2021	127.00																		
256	GALLS, LLC.	POLICE SUPPLIES	B953 BADGE	018362341	5/13/2021	6/11/2021	288.00																		
257	GALLS, LLC.	POLICE SUPPLIES	ASP HINGE ULTRA CUFFS (STEEL)	018465267	5/27/2021	6/11/2021	312.00																		
258	GALLS, LLC.	POLICE SUPPLIES	ATAC 2.0 8IN SHILD BOOT	018455125	5/26/2021	6/11/2021	511.34																		
259	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	2014 DODGE CHARGER/179 753L	FLU027	5/26/2021	6/4/2021	512.45																		
260	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	SYNTHETIC OIL CHANGE (7 QUARTS)	FLU028	6/1/2021	6/11/2021	63.95																		
261	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	PARTS/LABOR SEAN PETERSON 2014	FLU029	6/15/2021	6/17/2021	1,643.55																		
262	GOODSON'S AUTO REPAIR	VEHICLES REP & MAINT	STATE INSPECTION/MOUNT AND BAL 2	FLU030	6/15/2021	6/25/2021	50.00																		
263	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	4,982.28																		
264	KUSTOM SIGNALS, INC.	VEHICLES REP & MAINT	CABLE, RPI ANTENNA	581919	2/22/2021	6/25/2021	114.00																		
265	KUSTOM SIGNALS, INC.	VEHICLES REP & MAINT	ACC-MOUNT KA WINDSHIELD/FREIGHT	583306	4/12/2021	6/25/2021	236.00																		
266	KUSTOM SIGNALS, INC.	VEHICLES REP & MAINT	EAGLE IIX, GOLDEN	369431	6/17/2021	6/25/2021	1,664.00																		
267	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE: 5/16/21-5/31/21	SQLCD-686406	5/31/2021	6/11/2021	46.95																		
268	MEDEXPRESS URGENT CARE	PROFESSIONAL SERVICES	STANDARD EMPLOYMENT PHYSICAL	1909637C3908	6/1/2021	6/11/2021	515.00																		
269	NEWEGG BUSINESS INC.	POLICE SUPPLIES	SYNOLOGY 8 BAY NAS DISKSTATION DS1817	1303344422	6/2/2021	6/11/2021	799.99																		



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270	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
271	DAVID R WELLS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	060221	6/2/2021	6/4/2021	132.75				
272	ERIC B HESS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	060221 EH	6/3/2021	6/4/2021	132.75				
273	PAINT PERFECTIONS UNLIMITED LLC	VEHICLES REP & MAINT	2019 DODGE CHARGER	7952	5/7/2021	6/4/2021	3,737.46				
274	PROJECT LIFESAVER INC	COMMUNITY EDUCATION	SUPPLIES	S210018909	6/8/2021	6/11/2021	321.46				
275	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	POLICE TESTING-STEVE STROSNIDER, LPC	C-C-25826	6/16/2021	6/25/2021	90.00				
276	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	POLICE TESTING-STEVE STROSNIDER, LPC	N-C-25823	6/16/2021	6/25/2021	90.00				
277	PSYCHOLOGICAL HEALTH ROANOKE	PROFESSIONAL SERVICES	POLICE TESTING-STEVE STROSNIDER,LPC	S-C-25770	6/15/2021	6/25/2021	90.00				
278	RIVANNA GEAR & APPAREL, LLC	OTHER OPERATING	FLUVANNA EXLORERS CHALLENGE COINS	72393	6/16/2021	6/25/2021	535.00				
279	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	BLACK 2014 CHEVY/OIL CHANGE, TIRES &	1002042	5/25/2021	6/4/2021	90.00				
280	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/ANTFREZZE	1002043	6/3/2021	6/11/2021	20.00				
281	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL FILTER/REAR BRAKE ROTOR	1002044	6/7/2021	6/11/2021	110.00				
282	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	DODGE TOW RURITAN LAKE RD TO	1002045	6/11/2021	6/17/2021	125.00				
283	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	1,356.17				
284	THE POLICE AND SHERIFFS PRESS	POLICE SUPPLIES	ID CARD	148892	6/15/2021	6/25/2021	32.55				
285	TOWN GUN SHOP, INC.	POLICE SUPPLIES	GLOCK H 45 9MM	0024167-0	6/4/2021	6/17/2021	857.00				
286	TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	ANDREA DIANE GOODSON	051721	5/17/2021	6/4/2021	20.00				
287	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T441150	6/3/2021	6/17/2021	211.49				
288	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	MONTHLY	758766	12/7/2020	6/25/2021	139.00				
289	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	MONTHLY	758768	12/7/2020	6/25/2021	22.37				
290	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	MONTHLY	758767	12/7/2020	6/25/2021	34.29				
291	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY CHARGES/SHERIFFS OFFICE	9881497607	6/8/2021	6/25/2021	20.66				
292	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	QTY 24 FS FIREHAWK PURSUIT 100W	3044209	6/21/2021	6/25/2021	2,688.96				
293	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	24 FS FIREHAWK PURSUIT 100W	3043959	6/16/2021	6/25/2021	2,736.00				
294	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	10 FS FIREHAWK PURSUIT 103W	3043960	6/16/2021	6/25/2021	1,243.00				
295	WATCH GUARD	MAINTENANCE CONTRACTS	WARRANTY/SOFTWARE MAINT	WARORD005401TL	6/16/2021	6/25/2021	15,095.00				
296	WATCHGUARD VIDEO	MAINTENANCE CONTRACTS	WIFI EXT WEARABLE CAMERA, MOUNT	061121	6/11/2021	6/25/2021	11,160.00				
297	WATCHGUARD VIDEO	VEHICLES REP & MAINT	4RE DVR CAMERA	061721	6/17/2021	6/25/2021	5,345.00				
298							Total:	\$66,268.54			
299											
300	E911										
301	AT&T MOBILITY	TELECOMMUNICATIONS	MONTHLY CHARGES	287284406274X0526202	5/18/2021	6/11/2021	2.00				
302	BRIAN DEANE	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061521	6/11/2021	6/25/2021	27.00				
303	CALEB PACE	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061121	6/11/2021	6/25/2021	27.00				
304	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	80.95				
305	CENTURYLINK	MAINTENANCE CONTRACTS	CCC-PRM-ONS-PLANT-WARR-SUPPORT	101165644	5/28/2021	6/25/2021	6,105.34				
306	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	310042302 061021	6/10/2021	6/25/2021	2,489.00				
307	COMCAST CORPORATION	TELECOMMUNICATIONS	MONTHLY	8299600930046933 626	6/3/2021	6/17/2021	105.33				
308	FAIRFIELD VIEW INC.	E911 NEW ROAD SIGNS	T-POST	06162021	6/16/2021	6/25/2021	4,976.00				
309	KIMBERLY CONSTANTINO	MILEAGE ALLOWANCES	TRAVEL AND BUSINESS EXPENSE	061421	6/14/2021	6/25/2021	73.03				
310	KIMBERLY CONSTANTINO	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061421	6/14/2021	6/25/2021	27.00				
311	NEWEGG BUSINESS INC.	BLDGS EQUIP REP & MAINT	SYNOLOGY 8 BAY NAS DISKSTATION DS1817	1303344422	6/2/2021	6/11/2021	794.51				
312	NEWEGG BUSINESS INC.	EDP EQUIPMENT	LENOVO	1207955631	5/26/2021	6/11/2021	5,189.91				
313	NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES	54848	5/28/2021	6/11/2021	1,487.00				
314	NWG SOLUTIONS, LLC.	IT SERVICES	ON-SITE SVC HOURS	54832	5/27/2021	6/11/2021	5,000.00				

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314	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
315	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO MONTHLY SERVICE/SUPPORT	54854	5/28/2021	6/11/2021	1,168.70				
316	JASIMINE HANKINS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	06112121	6/11/2021	6/25/2021	247.50				
317	JENNIFER KIRBY	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061121	6/11/2021	6/25/2021	247.50				
318	SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES/SHERIFFS OFFICE	313771602-037	5/26/2021	6/25/2021	579.10				
319	SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES/SHERIFFS OFFICE	313771602-037	5/26/2021	6/25/2021	2,774.78				
320	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	219.99				
321	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	350.26				
322	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T441150	6/3/2021	6/17/2021	211.49				
323	WENDY EDWARDS	SUBSISTENCE & LODGING	TRAVEL AND BUSINESS EXPENSE	061121	6/11/2021	6/25/2021	247.50				
324	WORLDWIDE INTERPRETERS, INC.	MAINTENANCE CONTRACTS	INTERPRETATION	7832	6/4/2021	6/11/2021	9.80				
325							Total:	\$32,440.69			
326											
327	FIRE AND RESCUE SQUAD										
328	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	560.14				
329	VFIS	VEHICLE INSURANCE	POLICY PREMIUM	83919123	5/11/2021	6/4/2021	492.00				
330							Total:	\$1,052.14			
331											
332	CORRECTION AND DETENTION										
333	COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	BILLING FOR JUVENILE DETENTION CENTER	FY2021-00000535	6/1/2021	6/4/2021	13,379.67				
334							Total:	\$13,379.67			
335											
336	BUILDING INSPECTIONS										
337	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	149.26				
338	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	241.70				
339	VIRGINIA CORRECTIONAL	OFFICE SUPPLIES	BUSINESS CARDS	9604756	6/16/2021	6/25/2021	45.80				
340							Total:	\$436.76			
341											
342	EMERGENCY MANAGEMENT										
343	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	34.12				
344	DELTA RESPONSE TEAM LLC	CONTRACT SERVICES	MAY 2021 EMS STAFFING	202105030	6/1/2021	6/4/2021	52,615.83				
345	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	74.49				
346	VEMA	DUES OR ASSOCIATION	MEMBERSHIP RENEWAL-INDIVIDUAL	4308	3/1/2021	6/4/2021	75.00				
347	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	45.51				
348							Total:	\$52,844.95			
349											
350	LITTER										
351	VEOLIA ENVIRONMENTAL NORTH	PROFESSIONAL SERVICES	MAPP GAS/PROPANE GAS/CHEMICALS ETC	112401875	5/24/2021	6/4/2021	32,308.50				
352							Total:	\$32,308.50			
353											
354	FACILITIES										
355	AERO HYDRAULIC LLC	VEHICLE/POWER EQUIP	REPAIR CYCLINDERS, TEAR DOWN ETC	10566	3/29/2021	6/17/2021	3,529.87				
356	ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	SERVICE CALL/LABOR	98946	6/4/2021	6/17/2021	148.00				
357	ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	SERVICE CALL/LABOR	99262	6/15/2021	6/25/2021	160.95				
358	AMAZON CAPITAL SERVICES	BLDGS EQUIP REP & MAINT	FILTERS HVAC AC	1KYH-6HHJ-VT7F	6/10/2021	6/17/2021	65.95				




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359	AMAZON CAPITAL SERVICES	GENERAL MATERIALS AND	SUPPLIES	1V3L-HJC9-GT9M	5/30/2021	6/17/2021	443.04				
360	AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	VACUUM CLEANER	1YWF-GPH6-6CLX	5/31/2021	6/17/2021	358.93				
361	AMAZON CAPITAL SERVICES	VEHICLE/POWER EQUIP	GRASSMASTER TURF LAWN MOWER TIRES	1CNM-W63M-49QJ	6/8/2021	6/25/2021	249.99				
362	AMAZON CAPITAL SERVICES	VEHICLES REP & MAINT	SEAT COVER/CHEVROLET/GMC MODELS	1KYH-6HHJ-HW69	6/9/2021	6/17/2021	148.42				
363	AMAZON CAPITAL SERVICES	VEHICLES REP & MAINT	BYLOT REPLACEMENT CABLES WITH EZ	1KNR-LMPY-PPTR	6/10/2021	6/25/2021	69.97				
364	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	SERVICED DOOR	141041	6/7/2021	6/17/2021	525.00				
365	ANDERSON TIRE COMPANY	VEHICLES REP & MAINT	FLAT REPAIR LOADER	IN22174847	5/25/2021	6/4/2021	125.29				
366	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	SUPPLIES	7628204	4/8/2021	6/17/2021	1,284.26				
367	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	CANLINER	7643843	6/18/2021	6/25/2021	65.42				
368	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	SUPPLIES	7644842	6/17/2021	6/25/2021	1,001.70				
369	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	WHEEL/DISPOSAL	FCPW069	5/18/2021	6/4/2021	113.99				
370	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	WIPER BLADES/TPMS SENSORS LABOR	FCPW071	6/11/2021	6/25/2021	150.00				
371	COLONIALWEBB CONTRACTORS	CONTRACT SERVICES	WORK ORDER#720009 MAIN CH RM ODU NOT	698012	6/8/2021	6/17/2021	160.06				
372	E.W. THOMAS	GENERAL MATERIALS AND	MISC ITEMS	061521	6/15/2021	6/17/2021	35.32				
373	E.W. THOMAS	SUBSISTENCE & LODGING	MISC ITEMS	061521	6/15/2021	6/17/2021	164.17				
374	HILL MANUFACTURING COMPANY INC	AGRICULTURAL SUPPLIES	SUPPLIES	060921	6/9/2021	6/17/2021	1,161.00				
375	HILL MANUFACTURING COMPANY INC	JANITORIAL SUPPLIES	SUPPLIES	060921	6/9/2021	6/17/2021	473.70				
376	HUFFMAN TRAILER SALES	MACHINERY AND EQUIPMENT	2021 SPARTAN 7X16	062421	6/24/2021	6/25/2021	6,805.00				
377	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	1,186.51				
378	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	SUPPLIES	052821	5/28/2021	6/17/2021	898.70				
379	LOWE'S	BLDGS EQUIP REP & MAINT	MONTHLY	99000330383 052521	5/25/2021	6/17/2021	891.13				
380	LOWE'S	GENERAL MATERIALS AND	MONTHLY	99000330383 052521	5/25/2021	6/17/2021	585.25				
381	LOWE'S	VEHICLES REP & MAINT	MONTHLY	99000330383 052521	5/25/2021	6/17/2021	378.08				
382	MACSTEEL SERVICE CENTERS USA	VEHICLES REP & MAINT	WHITE 2013 DODGE JOURNEY	31793	5/25/2021	6/4/2021	748.63				
383	MCMaster-CARR SUPPLY COMPANY	BLDGS EQUIP REP & MAINT	SARGENT 6500 DOOR HANDLE	55398294	3/23/2021	6/17/2021	153.68				
384	MCMaster-CARR SUPPLY COMPANY	OFFICE SUPPLIES	NUMBERED KEY TAG	55013789	3/16/2021	6/17/2021	42.22				
385	MIDWEST MOTOR SUPPLY CO. INC.	GENERAL MATERIALS AND	CLEANER, NUTS, CAP SCREW ETC	8914148	5/25/2021	6/4/2021	232.46				
386	MIDWEST MOTOR SUPPLY CO. INC.	GENERAL MATERIALS AND	MISC	8950839	6/9/2021	6/17/2021	122.26				
387	NOLAND	BLDGS EQUIP REP & MAINT	WATER SAVER KIT	538592 01	5/11/2021	6/11/2021	76.75				
388	NOLAND	GENERAL MATERIALS AND	SUPPLIES	539339 01	5/25/2021	6/17/2021	87.00				
389	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	COURT HOUSE/INSTALL PATCH	9279	5/29/2021	6/11/2021	525.00				
390	RAINGUARD ROOFING LLC	CONTRACT SERVICES	ROOF REPAIR (LIBRARY)	3237	6/17/2021	6/25/2021	1,225.00				
391	RONALD BRAGG	CONTRACT SERVICES	8 STUMPS AT SOCIAL SERVICES AND	00526	5/26/2021	6/4/2021	1,000.00				
392	RONALD BRAGG	CONTRACT SERVICES	STUMP GRINDING AT CARYSBROOK (3	060421	6/4/2021	6/17/2021	300.00				
393	RONALD BRAGG	CONTRACT SERVICES	TREE REMOVAL DOG PARK/PER STEVE	006009	6/9/2021	6/17/2021	1,100.00				
394	RUHLMAN'S HAULING	CONTRACT SERVICES	5/24/21 26.05 TONS #57 PLEASANT GROVE	060921	6/9/2021	6/17/2021	540.54				
395	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOW	002587	5/13/2021	6/4/2021	100.00				
396	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOW CARYBROOK TO GARYS SHOP	002588	5/13/2021	6/17/2021	100.00				
397	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1002046	6/14/2021	6/25/2021	20.00				
398	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	338.11				
399	THE SUPPLY ROOM	GENERAL MATERIALS AND	BWK CUP, PLAZ, 100Z, 100/PK, TR	4303163-0	5/21/2021	6/4/2021	16.65				
400	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1157022	5/27/2021	6/4/2021	28.10				
401	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1157024	5/27/2021	6/4/2021	94.38				
401	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1159197	6/10/2021	6/17/2021	28.10				





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403	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS * JACKETS	202 1158095	6/3/2021	6/17/2021	94.38				
404	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1159199	6/10/2021	6/17/2021	94.38				
405	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1158093	6/3/2021	6/17/2021	138.35				
406	UNIFIRST CORP	LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1160266	6/17/2021	6/25/2021	26.54				
407	UNIFIRST CORP	LAUNDRY AND DRY	PANKTS, SHIRTS & JACKETS	202 1160268	6/17/2021	6/25/2021	94.38				
408	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	486.12				
409	W & H RESOURCES, INC	BLDGS EQUIP REP & MAINT	MATERIALS-SWITCH	32660	6/10/2021	6/17/2021	84.80				
410	WAYNE OXYGEN & WELDING SUPPLY	GENERAL MATERIALS AND	ACETYLENE-SMALL	857481	5/31/2021	6/11/2021	29.76				
411							Total:	\$29,107.29			
412											
413	GENERAL SERVICES										
414	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 5/18/21-6/14/21	A-176801	5/18/2021	6/25/2021	160.00				
415	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 5/18/21-6/14/21	A-176802	5/18/2021	6/25/2021	160.00				
416	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 6/15/21-7/12/21	A-178251	6/15/2021	6/25/2021	160.00				
417	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 6/15/21-7/12/21	A-178252	6/15/2021	6/25/2021	160.00				
418	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 6/15/21-7/12/21	A-177724	6/15/2021	6/25/2021	168.48				
419	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 4/1/21-5/17/21	a-175236	4/20/2021	6/25/2021	268.00				
420	ALLIED PORTABLE TOILET	MAINTENANCE CONTRACTS	SERVICE WEEKLY 4/1/21-5/17/21	A-175237	4/20/2021	6/25/2021	268.00				
421	AMERICAN PEST MANAGEMENT	MAINTENANCE CONTRACTS	PEST CONTROL SERVICE(JUNE INVOICE)	6478704	6/7/2021	6/17/2021	252.00				
422	AMERICAN PEST MANAGEMENT	MAINTENANCE CONTRACTS	SENTCONTRCT (MAY INVOICE)	6411598	5/20/2021	6/17/2021	364.00				
423	AMERICAN PEST MANAGEMENT	MAINTENANCE CONTRACTS	PEST CONTROL MONTHLY SERVICES (JUNE	6464981	6/14/2021	6/17/2021	526.00				
424	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE	105221-006 05172021	5/17/2021	6/11/2021	30.40				
425	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE-271	105221-008 051721	5/17/2021	6/11/2021	30.40				
426	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE-SIGN	105221-009 05172021	5/17/2021	6/11/2021	30.40				
427	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	HERITAGE FARM MUSEUM-271 PLEASANT	275904-011 05172021	5/17/2021	6/11/2021	30.50				
428	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-200A-FOR USE BY	105221-002 05172021	5/17/2021	6/11/2021	30.70				
429	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-POLE BARN-271	275904-006 05172021	5/17/2021	6/11/2021	31.42				
430	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	DOG KENNEL-W RIVER RD	275904-008 05172021	5/17/2021	6/11/2021	43.00				
431	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-SOCCER FIELD-	105221-004 05172021	5/17/2021	6/11/2021	45.07				
432	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PUBLIC SAFETY-OUTLETS BEHIND BUILDING	085473-003 05172021	5/17/2021	6/11/2021	56.50				
433	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-ELEC SERVICE-271	105221-007 05172021	5/17/2021	6/11/2021	79.16				
434	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	REGISTRAR OFFICE SUITE 116	85473-009 05172021	5/17/2021	6/11/2021	95.75				
435	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	CONVENIENCE CENTER-LANDFILL-11206 W	275904-002 05172021	5/17/2021	6/11/2021	125.29				
436	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-COMPETITION PARK RD	105221-001 05172021	5/17/2021	6/11/2021	140.37				
437	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-VFW HALL-2977 RIVER RD	275904-010 05172021	5/17/2021	6/11/2021	149.48				
438	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE-400A-FOR USE BY	105221-003 05172021	5/17/2021	6/11/2021	178.60				
439	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	REGISTRAR OFFICE SUITE 115	85473-008 05172021	5/17/2021	6/11/2021	185.52				
440	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-LANDFILL-11206 W RIVER RD	085473-005 051721	5/17/2021	6/11/2021	209.97				
441	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-COLUMBIA SCHOOL-563	085473-006 05172021	5/17/2021	6/11/2021	215.63				
442	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE HOUSE-271 PLEASANT	275904-004 05172021	5/17/2021	6/11/2021	216.11				
443	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	E911 TOWER-PUBLIC SAFETY BLDG-	275904-009 05172021	5/17/2021	6/11/2021	338.97				
444	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	FLUVANNA CO FIRE DEPT 51 KENTS STORE	275907-002 060321	6/3/2021	6/11/2021	374.89				
445	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	FLUVANNA COUNTY LIBRARY 214 COMMONS	275906-001 052821	5/28/2021	6/11/2021	1,090.67				
	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 052821	5/28/2021	6/11/2021	2,080.06				

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5											
446	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
447	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	PUBLIC SAFETY-STREET LIGHTS NEAR BLDG	085473-001 05172021	5/17/2021	6/11/2021	65.41				
448	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES-PW EMERG LINE	309428096 05162021	5/16/2021	6/11/2021	53.16				
449	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES-CIRCUIT COURT-PANIC BUTTON	310338742 051621	5/16/2021	6/11/2021	58.02				
450	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES-72 MAIN ST. ALARM SYSTEM	309697981 05162021	5/16/2021	6/11/2021	65.00				
451	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES-PERFORMING ARTS-MAIN & FIRE	309898636 051621	5/16/2021	6/11/2021	134.23				
452	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 051621	5/16/2021	6/11/2021	214.54				
453	CENTURYLINK	TELECOMMUNICATIONS	PALMYRA RESCUE SQUAD	310110229 05162021	5/16/2021	6/11/2021	218.63				
454	CENTURYLINK	TELECOMMUNICATIONS	FACILITIES-13 LINES-ELEVATORS & ALARMS	309363296 05162021	5/16/2021	6/11/2021	682.44				
455	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 051621	5/16/2021	6/11/2021	737.65				
456	COMPUTER CABLING & TECHNOLOGY	MAINTENANCE CONTRACTS	MAY 2021 VUPS LOCATING SERVICES-MISS	053121	5/31/2021	6/17/2021	600.00				
457	COUNTY WASTE, LLC	MAINTENANCE CONTRACTS	TRASH SERVICE	06-00017537 061321	6/13/2021	6/25/2021	21.75				
458	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HOUSING OFFICE (2 STORY BLDG) 222 MAIN	1134080009 5272021	5/27/2021	6/11/2021	9.75				
459	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	REGISTRARS OFFICE -211 MAIN ST	1284152509 5272021	5/27/2021	6/11/2021	16.34				
460	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEAVER BLDG (NEE CSA OFFICE)-196 MAIN	1124090000 5272021	5/27/2021	6/11/2021	26.11				
461	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PERFORMING ARTS CENTER	4144237502 05242021	5/24/2021	6/11/2021	29.91				
462	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER @ FIRE STATION-14591 JAMES	5699060132 052721	5/27/2021	6/11/2021	32.44				
463	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STONE JAIL	1424085007 5252021	5/25/2021	6/11/2021	43.83				
464	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD-CONCESSIONS	692200942 52721	5/27/2021	6/11/2021	79.72				
465	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD-LIGHTS	3023889169 5242021	5/24/2021	6/11/2021	84.33				
466	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS OFFICE-197 MAIN ST	1304130006 052721	5/27/2021	6/11/2021	89.89				
467	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SMALL BALLFIELD-CONCESSIONS & LIGHTS	274195007 5272021	5/27/2021	6/11/2021	92.43				
468	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CELL TOWER@1038 BREMO RD	6260822157 05272021	5/27/2021	6/11/2021	126.34				
469	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JMH	7048771633 052721	5/27/2021	6/11/2021	128.07				
470	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMONWEALTHS ATTORNEY-181 MAIN ST	6274752663 052721	6/7/2021	6/11/2021	139.03				
471	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RESCUE SQUAD-PALMYRA-90 RESCUE LANE	4894115007 52421	5/24/2021	6/11/2021	238.89				
472	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION-PALMYRA	1005898992 5242021	5/24/2021	6/11/2021	255.41				
473	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	HISTORIC COURTHOUSE	1144090006 5242021	5/24/2021	6/11/2021	288.22				
474	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COMMUNITY CENTER & EXTENSION OFFICE	4331888158 5252021	5/25/2021	6/11/2021	299.52				
475	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURERS OFFICE	1024205005 5242021	5/24/2021	6/11/2021	309.59				
476	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUBLIC WORKS MAINTENANCE SHOP	2554330007 5272021	5/27/2021	6/11/2021	371.02				
477	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	CARYSBROOK GYMNASIUM (INCLUDES	84297506 5242021	5/24/2021	6/11/2021	445.54				
478	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SOCIAL SERVICE BLDG	74032509 5242021	5/24/2021	6/11/2021	772.79				
479	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ADMINISTRATION BLDG	1404067504 5242021	5/24/2021	6/11/2021	777.26				
480	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FIRE STATION-FORK UNION-5753 JAMES	4834680458 5252021	5/25/2021	6/11/2021	296.97				
481	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	COURTS BUILDING	8895892548 5242021	6/10/2021	6/11/2021	2,720.15				
482	DOMINION VIRGINIA POWER	STREET LIGHTS	FORK UNION STREET LIGHTS-NORTH-NEAR	9609027314 5272021	5/27/2021	6/11/2021	55.18				
483	DOMINION VIRGINIA POWER	STREET LIGHTS	FORK UNION STREET LIGHTS-NORTH-NEAR	7080078962 05272021	5/27/2021	6/11/2021	58.79				
484	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA STREET LIGHTS	4210122349 052721	5/27/2021	6/11/2021	203.92				
485	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE-STREET LIGHTING	3595578927 52721	5/27/2021	6/11/2021	484.23				
486	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	PICKUP SERVICE	0410-000721951	5/31/2021	6/17/2021	974.30				
487	SHRED-IT USA LLC	LEASE/RENT	SHREDDING SERVICE	8182186945	6/7/2021	6/17/2021	167.76				
488	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE/1224 SALEM CHURCH RD	17045803	5/25/2021	6/4/2021	46.40				
489	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE/11212 W RIVER RD FORK UNION	17045705	5/25/2021	6/4/2021	51.60				
489	THE SUPPLY ROOM	LEASE/RENT	WATER, BOTTLE 5GA	060121	6/1/2021	6/17/2021	229.77				




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490	Vendor Name		Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
491	THE SUPPLY ROOM		WATER SERVICES	WATER, BOTTLE 5GA	060121	6/1/2021	6/17/2021	379.24			
492	VIRGINIA UTILITY PROTECTION		MAINTENANCE CONTRACTS	FLU591	05210163	5/31/2021	6/17/2021	16.80			
493								Total:	\$21,487.71		
494											
495	PUBLIC WORKS										
496	CANON FINANCIAL SERVICES, INC.		LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	220.00			
497	JAMES RIVER SOLUTIONS		VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	46.16			
498	STAPLES CONTRACT & COMMERCIAL,		OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	32.97			
499	VERIZON WIRELESS		TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	110.80			
500	VIRGINIA BUSINESS SYSTEMS		LEASE/RENT	STANDARD PAYMENT	29411165	5/28/2021	6/17/2021	93.04			
501								Total:	\$502.97		
502											
503	CONVENIENCE CENTER										
504	CAMPBELL EQUIPMENT, INC.		CONTRACT SERVICES	DISPOSALS/DISMOUNTS	FCPW 073	6/15/2021	6/25/2021	92.00			
505	CENTURYLINK		TELECOMMUNICATIONS	CONVENIENCE CENTER	310392717 051621	5/16/2021	6/11/2021	86.12			
506	FLUVANNA ACE HARDWARE		BLDGS EQUIP REP & MAINT	LANDFIELD	0521	5/3/2021	6/11/2021	42.98			
507	JAMES RIVER SOLUTIONS		VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	74.63			
508	LOWE'S		BLDGS EQUIP REP & MAINT	MONTHLY	99000330383 052521	5/25/2021	6/17/2021	24.05			
509	REPUBLIC SERVICES #410		CONTRACT SERVICES	MSW/RECYCLABLES	4347-000006594	5/31/2021	6/17/2021	7,619.03			
510	REPUBLIC SERVICES #410		CONTRACT SERVICES	PICKUP SERVICE	0410-000721618	5/31/2021	6/17/2021	8,385.00			
511	UPS		OFFICE SUPPLIES	GROUND	000076V549231	6/5/2021	6/17/2021	10.63			
512	VERIZON WIRELESS		TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	80.71			
513								Total:	\$16,415.15		
514											
515	PUBLIC UTILITIES										
516	AMAZON CAPITAL SERVICES		BLDGS EQUIP REP & MAINT	KABA PUSH BUTTON LEVER	1J7R-LT4T-K3HP	5/26/2021	6/17/2021	353.19			
517	AMAZON CAPITAL SERVICES		TELECOMMUNICATIONS	OTTERBOX	1LWR-LHF1-Q9H9	6/8/2021	6/17/2021	48.77			
518	AMAZON CAPITAL SERVICES		VEHICLES REP & MAINT	ASPL EMERGENCY MINI LED LIGHTBAR	1M7N-6WW6-6KYQ	6/17/2021	6/25/2021	133.98			
519	CAMPBELL EQUIPMENT, INC.		VEHICLES REP & MAINT	REPAIR	FCPW072	6/15/2021	6/25/2021	15.00			
520	CENTURYLINK		TELECOMMUNICATIONS	PALMYRA WASTEWATER TREATMENT	309433290 05192021	5/19/2021	6/11/2021	0.25			
521	CENTURYLINK		TELECOMMUNICATIONS	PALMYRA-PUMP STATION ALARM CALL-OUT	310089744 05192021	5/19/2021	6/11/2021	54.86			
522	DOMINION VIRGINIA POWER		ELECTRICAL SERVICES	OWENS WELL-4308 JAMES MADISON HWY	90042000003 05252021	5/25/2021	6/11/2021	73.92			
523	DOMINION VIRGINIA POWER		ELECTRICAL SERVICES	PUMP HOUSE-COURTS BLDG WELL	4501632147 5242021	5/24/2021	6/11/2021	174.02			
524	E.W. THOMAS		GENERAL MATERIALS AND	MISC ITEMS	061521	6/15/2021	6/17/2021	16.25			
525	INBODEN ENVIRONMENTAL SERVICES,		OUTSIDE ANALYTICAL	WASTEWATER MONITORING-CENTRAL	72847	6/3/2021	6/17/2021	437.00			
526	INBODEN ENVIRONMENTAL SERVICES,		OUTSIDE ANALYTICAL	WASTEWATER MONITORING	72848	6/3/2021	6/17/2021	447.00			
527	JAMES RIVER SOLUTIONS		VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	492.52			
528	JONES AUTOMOTIVE/ALL STAR AUTO		VEHICLES REP & MAINT	FLUVANNA CO FUSD	647730	5/28/2021	6/11/2021	67.46			
529	UNIFIRST CORP		LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1157023	5/27/2021	6/4/2021	34.30			
530	UNIFIRST CORP		LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1158094	6/3/2021	6/11/2021	34.30			
531	UNIFIRST CORP		LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1159198	6/10/2021	6/17/2021	34.30			
532	UNIFIRST CORP		LAUNDRY AND DRY	PANTS, SHIRTS & JACKETS	202 1160267	6/17/2021	6/25/2021	34.30			
533	VERIZON WIRELESS		TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	383.78			
534	VERIZON WIRELESS		TELECOMMUNICATIONS	MONTHLY CHARGES	9880728415	5/27/2021	6/11/2021	153.54			

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1	County of Fluvanna				From Date: 6/1/2021						
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534	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
535	VIRGINIA UTILITY PROTECTION	DUES OR ASSOCIATION	PBFLU1	05210218	5/31/2021	6/17/2021	43.05				
536	VSI SUPPLY	GENERAL MATERIALS AND	BLACK IRON NIPPLE	S16710	5/28/2021	6/25/2021	3.40				
537	VSI SUPPLY	GENERAL MATERIALS AND	HOSE CLAMPS BOX	S15019	5/4/2021	6/25/2021	20.92				
538	VSI SUPPLY	GENERAL MATERIALS AND	RUSTOLEUM CORP 1989 830	S17222	6/7/2021	6/25/2021	34.26				
539	VSI SUPPLY	GENERAL MATERIALS AND	DECK SCRUB/PAINT MARKING	S15882	5/18/2021	6/25/2021	64.13				
540	VSI SUPPLY	GENERAL MATERIALS AND	SUPPLIES	S13962	4/20/2021	6/25/2021	91.19				
541	VSI SUPPLY	GENERAL MATERIALS AND	NITRILE GLOVE/BLEND-XL	S17398	6/9/2021	6/25/2021	133.74				
542	VSI SUPPLY	GENERAL MATERIALS AND	GLOVE PLUS XL DISPOSABLE GLOVES	S14515	4/27/2021	6/25/2021	164.10				
543	VSI SUPPLY	GENERAL MATERIALS AND	SUPPLIES	S14499	4/28/2021	6/25/2021	608.37				
544							Total:	\$4,151.90			
545											
546	CARES ACT										
547	BRAME SPECIALTY COMPANY, INC.	JANITORIAL SUPPLIES	8 CLOROX TOTAL 360 DISNF CLEANER	7625839	4/1/2021	6/17/2021	733.78				
548							Total:	\$733.78			
549											
550	HEALTH										
551	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309762613 051621	5/16/2021	6/11/2021	161.83				
552							Total:	\$161.83			
553											
554	VJCCCA										
555	LIVE OAK MENTORING LLC	PROFESSIONAL SERVICES	6 HRS T. THOMSA 4-1/4/31/6 HRS T. THOMAS	061121	6/11/2021	6/17/2021	600.00				
556	NATIONAL COUNSELING GROUP	PROFESSIONAL SERVICES	APRIL SERVICES FOR TAYLOR THOMAS	3951679	6/14/2021	6/25/2021	130.00				
557	NATIONAL COUNSELING GROUP	PROFESSIONAL SERVICES	MAY SERVICES FOR TAYLOR THOMAS	3959865	6/14/2021	6/25/2021	455.00				
558	SATELLITE TRACKING OF PEOPLE LLC	PROFESSIONAL SERVICES	PAYMENT FOR FLUVANNA YOUTH #675487	STPINV00089113	5/31/2021	6/11/2021	96.10				
559	XTRA MILE, LLC	PROFESSIONAL SERVICES	SHELLEY #1360305	061521	6/15/2021	6/17/2021	1,250.00				
560							Total:	\$2,531.10			
561											
562	CSA										
563	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	57.00				
564	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	170.68				
565							Total:	\$227.68			
566											
567	CSA PURCHASE OF SERVICES										
568	AMY Z. COBERT, M.A., CCC-SLP	POS MANDATED SPED-		P03925152169	3/31/2021	6/11/2021	60.00				
569	AMY Z. COBERT, M.A., CCC-SLP	POS MANDATED SPED-		P05925108770	5/31/2021	6/11/2021	420.00				
570	ANNIE MORRIS	POS MANDATED FFOP		P05925104563	5/31/2021	6/4/2021	721.00				
571	BELIEVE IN ME YOUTH & FAMILY	COMM SVCS		P05925151476	5/31/2021	6/11/2021	1,125.00				
572	BELIEVE IN ME YOUTH & FAMILY	COMM SVCS		P05925151577	5/31/2021	6/11/2021	1,125.00				
573	BELIEVE IN ME YOUTH & FAMILY	FF4E-COMM SVCS		P04925143661	4/30/2021	6/4/2021	1,800.00				
574	BELIEVE IN ME YOUTH & FAMILY	FF4E-COMM SVCS		P05925154289	5/31/2021	6/11/2021	1,800.00				
575	C.M. MENTORING SERVICES LLC	COMM SVCS		P04925142754	4/30/2021	6/4/2021	1,540.00				
576	C.M. MENTORING SERVICES LLC	COMM SVCS		P04925144955	4/30/2021	6/4/2021	1,650.00				
577	C.M. MENTORING SERVICES LLC	POS MANDATED WSS		P02925152366	2/28/2021	6/4/2021	1,100.00				
578	C.M. MENTORING SERVICES LLC	POS MANDATED WSS		P03925152367	3/31/2021	6/4/2021	1,100.00				

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578	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
579	C.M. MENTORING SERVICES LLC	POS MANDATED WSS		P04925152365	4/30/2021	6/4/2021	1,100.00				
580	CEDAR ROW FARM, LLC	COMM SVCS		P02925152075	2/24/2021	6/11/2021	150.00				
581	ELK HILL	POS MAND FC LIC RES CONG		P05925157510	5/25/2021	6/17/2021	4,368.00				
582	ELK HILL	POS MANDATED SPED-		P05925110297	5/31/2021	6/17/2021	4,151.12				
583	ELK HILL	POS MANDATED SPED-		P05925110198	5/31/2021	6/17/2021	4,369.60				
584	ELK HILL	POS MANDATED SPED-		P05925110399	5/31/2021	6/17/2021	4,369.60				
585	ELK HILL	POS MANDATED SPED-		P05925110400	5/31/2021	6/17/2021	6,919.60				
586	EMBRACE FOSTER CARE LLC	TFC LIC. RES CONG CARE		P03925142664	3/31/2021	6/4/2021	4,599.00				
587	GRAFTON INTERGRATED HEALTH	POS MANDATED SPED-		P05925148671	5/31/2021	6/11/2021	6,335.00				
588	HALLMARK YOUTHCARE	EDUC SVCS CONG CARE		P05925155120	5/31/2021	6/25/2021	2,740.00				
589	HALLMARK YOUTHCARE	FC4E RES/CONG/CSA		P01925157722	1/7/2021	6/25/2021	1,393.00				
590	INTERCEPT HEALTH	EDUC SVCS CONG CARE		P07925105619	7/28/2020	6/25/2021	1,329.86				
591	INTERCEPT HEALTH	EDUC SVCS CONG CARE		P09925105721	9/30/2020	6/25/2021	3,989.58				
592	INTERCEPT HEALTH	POS MANDATED FFOP		P03925149491	3/31/2021	6/11/2021	1,566.40				
593	INTERCEPT HEALTH	RES. CONG. CARE		P07925160723	7/31/2020	6/25/2021	145.88				
594	INTERCEPT HEALTH	RES. CONG. CARE		P07925105424	7/28/2020	6/25/2021	2,615.40				
595	JACKSON-FEILD HOMES INC	EDUC SVCS CONG CARE		P05925145409	5/31/2021	6/17/2021	3,705.00				
596	KEYSTONE NEWPORT NEWS, LLC.	EDUC SVCS CONG CARE		P05925154088	5/31/2021	6/11/2021	310.00				
597	LIVE OAK MENTORING LLC	COMM SVCS		P05925146858	5/31/2021	6/4/2021	500.00				
598	LIVE OAK MENTORING LLC	COMM SVCS		P05925153859	5/31/2021	6/4/2021	800.00				
599	LIVE OAK MENTORING LLC	COMM SVCS		P05925155960	5/31/2021	6/4/2021	1,250.00				
600	LIVE OAK MENTORING LLC	COMM SVCS		P05925144778	5/31/2021	6/11/2021	50.00				
601	LIVE OAK MENTORING LLC	COMM SVCS		P05925142579	5/31/2021	6/11/2021	500.00				
602	LIVE OAK MENTORING LLC	COMM SVCS		P05925158180	5/31/2021	6/11/2021	1,000.00				
603	LIVE OAK MENTORING LLC	COMM SVCS		P05925142482	5/31/2021	6/11/2021	1,250.00				
604	LIVE OAK MENTORING LLC	COMM SVCS		P05925143781	5/31/2021	6/11/2021	1,250.00				
605	LIVE OAK MENTORING LLC	COMM SVCS		P05925144483	5/31/2021	6/11/2021	1,500.00				
606	LIVE OAK MENTORING LLC	NON-MAND COMM BASED		P05925158294	5/31/2021	6/11/2021	1,000.00				
607	LIVE OAK MENTORING LLC	POS MANDATED WSS		P05925152568	5/31/2021	6/4/2021	1,500.00				
608	LIVE OAK MENTORING LLC	POS MANDATED WSS		P05925158695	5/31/2021	6/11/2021	550.00				
609	NATURAL STEPS LLC	COMM SVCS		P05925157284	5/31/2021	6/11/2021	460.00				
610	PARACLETE THERAPEUTICS LLC	POS MANDATED WSS		P05925147096	5/31/2021	6/11/2021	1,800.00				
611	PEOPLE PLACES, INC.	POS MAND THER FC 4E		P05925145811	5/31/2021	6/17/2021	3,410.00				
612	PEOPLE PLACES, INC.	POS MANDATED WSS		P05925157312	5/31/2021	6/17/2021	725.00				
613	REGION TEN	COMM SVCS. TRANSITION		P05925147607	5/31/2021	6/17/2021	326.50				
614	REGION TEN	COMM SVCS. TRANSITION		P05925156506	5/31/2021	6/17/2021	326.50				
615	REGION TEN	COMM SVCS. TRANSITION		P05925156608	5/31/2021	6/17/2021	326.50				
616	THE FAISON CENTER, INC	POS MANDATED SPED-		P05925107401	5/31/2021	6/17/2021	5,400.00				
617	THE FAISON CENTER, INC	POS MANDATED SPED-		P05925107302	5/31/2021	6/17/2021	6,896.00				
618	THE FAISON CENTER, INC	POS MANDATED SPED-		P05925107203	5/31/2021	6/17/2021	8,492.00				
619	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P05925118772	5/31/2021	6/11/2021	6,000.00				
620	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P05925118873	5/31/2021	6/11/2021	6,000.00				
621	THE LAFAYETTE SCHOOL	POS MANDATED SPED-		P05925118974	5/31/2021	6/11/2021	6,000.00				
622	UNITED METHODIST FAMILY SERVICES	COMM SVCS		P04925158056	4/30/2021	6/4/2021	1,652.40				




	A	D	E	F	G	I	J	K	L	M	N
1	County of Fluvanna				From Date: 6/1/2021						
2	Accounts Payable List				To Date: 6/30/2021						
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622	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
623	UNITED METHODIST FAMILY SERVICES	COMM SVCS		P03925158057	3/31/2021	6/4/2021	1,707.48				
624	UNITED METHODIST FAMILY SERVICES	COMM SVCS		P05925147905	5/31/2021	6/17/2021	1,707.48				
625	UNITED METHODIST FAMILY SERVICES	COMM SVCS		P05925158004	5/31/2021	6/17/2021	1,707.48				
626	UNITED METHODIST FAMILY SERVICES	POS MAND THER FC 4E		P05925143025	5/31/2021	6/25/2021	3,051.33				
627	VALARIE MARSH	POS MANDATED FFOP		P05925158962	5/23/2021	6/4/2021	466.27				
628	VALARIE MARSH	POS MANDATED FFOP		P05925160492	5/31/2021	6/11/2021	1,393.00				
629	VALARIE MARSH	POS MANDATED FFOP		P05925160393	5/31/2021	6/11/2021	2,360.00				
630	XTRA MILE, LLC	COMM SVCS		P05925153585	5/31/2021	6/11/2021	500.00				
631	XTRA MILE, LLC	COMM SVCS		P05925148786	5/31/2021	6/11/2021	750.00				
632	XTRA MILE, LLC	COMM SVCS		P05925154387	5/31/2021	6/11/2021	1,000.00				
633	XTRA MILE, LLC	COMM SVCS		P03925149215	3/31/2021	6/25/2021	200.00				
634	XTRA MILE, LLC	COMM SVCS		P05925149216	5/31/2021	6/25/2021	400.00				
635	XTRA MILE, LLC	COMM SVCS		P04925149213	4/30/2021	6/25/2021	600.00				
636	XTRA MILE, LLC	COMM SVCS		P05925154417	5/31/2021	6/25/2021	1,000.00				
637	XTRA MILE, LLC	COMM SVCS		P04925143914	4/30/2021	6/25/2021	1,500.00				
638	XTRA MILE, LLC	COMM SVCS		P05925143918	5/31/2021	6/25/2021	1,500.00				
639	XTRA MILE, LLC	FF4E-COMM SVCS		P05925155690	5/31/2021	6/11/2021	750.00				
640	XTRA MILE, LLC	NON-MAND COMM BASED		P05925152226	5/31/2021	6/25/2021	450.00				
641	XTRA MILE, LLC	POS MANDATED WSS		P04925151927	4/30/2021	6/25/2021	750.00				
642	XTRA MILE, LLC	POS MANDATED WSS		P05925151930	5/31/2021	6/25/2021	750.00				
643	XTRA MILE, LLC	POS MANDATED WSS		P04925151628	4/30/2021	6/25/2021	850.00				
644	XTRA MILE, LLC	POS MANDATED WSS		P05925151631	5/31/2021	6/25/2021	850.00				
645	XTRA MILE, LLC	POS MANDATED WSS		P04925147329	4/30/2021	6/25/2021	900.00				
646	XTRA MILE, LLC	POS MANDATED WSS		P05925147332	5/31/2021	6/25/2021	950.00				
647	XTRA MILE, LLC	POS MANDATED WSS		P05925155033	5/31/2021	6/25/2021	1,250.00				
648								Total:	\$152,905.98		
649	PARKS & RECREATION										
650	AMAZON CAPITAL SERVICES	RECREATIONAL SUPPLIES	KAYAK PADDLE	14T3-VJVK-663H	5/24/2021	6/4/2021	341.91				
651	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY BILLING 4/30/21-5/30/21	095618	5/27/2021	6/4/2021	28.50				
652	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	MONTHLY BILLING 5/30/21-6/29/21	095619	5/27/2021	6/4/2021	129.00				
653	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	34.46				
654	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	271.74				
655	CENTRAL SHENANDOAH EMS	CONTRACT SERVICES	FRANKIE BISHOP ROSTER FEE/ECARD FEE	30880	6/2/2021	6/11/2021	118.00				
656	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309373828 051621	5/16/2021	6/4/2021	359.35				
657	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309373828 061621	6/16/2021	6/25/2021	353.15				
658	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	TRASH CAN/BATTERIES	053121	5/31/2021	6/11/2021	136.82				
659	FLUVANNA COUNTY SHERIFF'S	CONTRACT SERVICES	CARNIVAL	fcpr14	5/24/2021	6/4/2021	600.00				
660	FLUVANNA COUNTY SHERIFF'S	CONTRACT SERVICES	CARNIVAL	FCPR13	5/10/2021	6/4/2021	700.00				
661	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	T BALL	080821	5/22/2021	6/4/2021	376.05				
662	IMAGE DESIGNERS, INC.	RECREATIONAL SUPPLIES	SHIRTS	081269	6/8/2021	6/25/2021	237.20				
663	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	182.49				
664	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET- APRIL 2021	136829	5/17/2021	6/4/2021	13.55				
665	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET APRIL, 2021	136828	5/17/2021	6/4/2021	70.00				

	A	D	E	F	G	I	J	K	L	M	N
1	County of Fluvanna				From Date: 6/1/2021						
2	Accounts Payable List				To Date: 6/30/2021						
3											
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666	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
667	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 1/1/21-1/31/21	134225	2/5/2021	6/17/2021	70.00				
668	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 1/1/21-1/31/21	134226	2/5/2021	6/17/2021	70.00				
669	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 5/1/2021-5/31/2021	137465	6/1/2021	6/17/2021	70.00				
670	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 5/1/2021-5/31/2021	137468	6/1/2021	6/17/2021	70.00				
671	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 5/1/2021-5/31/2021	137469	6/1/2021	6/17/2021	70.00				
672	MOJOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET 4/1/2021-5/31/2021	137466	6/1/2021	6/17/2021	137.74				
673	MOJOHNS, INC.	CONTRACT SERVICES	2 PORTABLE TOILET 5/1/21-5/31/21	137467	6/1/2021	6/17/2021	140.00				
674	SAMS CLUB	RECREATIONAL SUPPLIES	SUPPLIES	060121	6/1/2021	6/11/2021	242.01				
675	SAMS CLUB	RECREATIONAL SUPPLIES	MISC ITEMS	061121	6/11/2021	6/25/2021	28.78				
676	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	50.99				
677	SUNBELT RENTALS, INC.	CONTRACT SERVICES	RENTAL	113062500-0001	5/27/2021	6/4/2021	3,984.86				
678	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	202.55				
679							Total:	\$9,089.15			
680											
681	LIBRARY										
682	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	604578781012190 0621	6/10/2021	6/25/2021	2,610.16				
683	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	604578781012190 0621	6/10/2021	6/25/2021	7,313.57				
684	AMAZON.COM	OFFICE SUPPLIES	BOOKS	604578781012190 0621	6/10/2021	6/25/2021	119.98				
685	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES/LIBRARY	309647441 061621	6/16/2021	6/25/2021	170.75				
686	CENTURYLINK	TELECOMMUNICATIONS	214 COMMONS BLVD	230564954	6/8/2021	6/25/2021	1,158.90				
687	DEMCO	OFFICE SUPPLIES	SUPPLIES	6963812	6/8/2021	6/25/2021	46.46				
688	DEMCO	OFFICE SUPPLIES	SUPPLIES	6963301	6/8/2021	6/25/2021	356.36				
689	GALE	BOOKS/PUBLICATIONS	BOOKS	74312096	5/19/2021	6/4/2021	50.13				
690	GALE	BOOKS/PUBLICATIONS	BOOK	74319541	5/20/2021	6/4/2021	22.09				
691	GALE	BOOKS/PUBLICATIONS	BOOK	74326504	5/21/2021	6/4/2021	23.80				
692	GALE	BOOKS/PUBLICATIONS	BOOKS	74381990	5/28/2021	6/11/2021	30.59				
693	OVERDRIVE	BOOKS/PUBLICATIONS	LEGACY/ST MARTINS PUBLISHING GROUP	03100DA21238292	5/25/2021	6/4/2021	60.00				
694	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	FLUVANNA CO LIBRARY 3065	T441233	6/2/2021	6/11/2021	6.56				
695							Total:	\$11,969.35			
696											
697	COUNTY PLANNER										
698	ATLANTIC TECHNOLOGY	PROFESSIONAL SERVICES	CO-LOCATION APPLICATION REVIEW	1775	6/11/2021	6/17/2021	900.00				
699	CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	320.00				
700	JAMES RIVER SOLUTIONS	VEHICLE FUEL	MAY 2021 FUEL	060121	6/1/2021	6/17/2021	94.76				
701	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8062399964	5/29/2021	6/11/2021	155.16				
702	VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	81.02				
703	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STANDARD PAYMENT	29411166	5/28/2021	6/17/2021	93.04				
704							Total:	\$1,643.98			
705											
706	PLANNING COMMISSION										
707	FLUVANNA REVIEW	ADVERTISING	JUNE 8 PLANNING COMMISSION PUBLIC	2021F21-10	5/27/2021	6/11/2021	135.19				
708	FLUVANNA REVIEW	ADVERTISING	JUNE 8 PLANNING COMMISSION PULBLIC	2021F22-16	6/3/2021	6/11/2021	135.19				
709							Total:	\$270.38			



	A	D	E	F	G	I	J	K	L	M	N
1		County of Fluvanna			From Date: 6/1/2021						
2		Accounts Payable List			To Date: 6/30/2021						
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5		Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
710		BOARD OF ZONING APPEALS									
711		FLUVANNA REVIEW	ADVERTISING	MAY 18 BZA PUBLIC HEARING AD	2021F19-11	5/13/2021	6/11/2021	135.19			
712							Total:	\$135.19			
713											
714		ECONOMIC DEVELOPMENT									
715		CANON FINANCIAL SERVICES, INC.	LEASE/RENT	MONTHLY CHARGES	26886061	6/12/2021	6/25/2021	57.00			
716		SCRIMMAGE PLAY, LLC	MARKETING	PROMOTIONAL PACKAGE	0001618	6/16/2021	6/17/2021	1,500.00			
717		THE JEFFERSONIAN WINE GRAPE	MARKETING	2021-2022 MONTICELLO WINE TRAIL	1096	6/7/2021	6/17/2021	800.00			
718		THE RECTOR AND VISITORS OF THE	CONTRACT SERVICES	SFS FOR COMMUNITY FWS	SPRING 2021 INV	6/4/2021	6/11/2021	240.00			
719		THOMPSON R RICHMOND	MARKETING	LAKE MONTICELLO PROMOTIONAL	152	6/13/2021	6/17/2021	1,000.00			
720		VERIZON WIRELESS	TELECOMMUNICATIONS	MONTHLY	9880143419	5/26/2021	6/4/2021	40.51			
721							Total:	\$3,637.51			
722											
723		VA COOPERATIVE EXTENSION									
724		ENRIQUE HERNANDEZ	AGRICULTURAL SUPPLIES	COMMUNITY GARDEN VCE PLOT	060121	6/1/2021	6/4/2021	62.11			
725		ENRIQUE HERNANDEZ	AGRICULTURAL SUPPLIES	REIMBURSEMENT FOR COMMUNITY GARDEN	060721	6/7/2021	6/11/2021	6.83			
726		THE CHAMELEON	OTHER OPERATING	THE CHAMELEON-CAMP SHIRT	060921	6/9/2021	6/11/2021	573.10			
727							Total:	\$642.04			
728											
729											
730		Fund # - 302 CAPITAL IMPROVEMENT					100 GENERAL FUND	Fund Total:	\$590,286.50		
731		PUBLIC WORKS CAPITAL PROJECT									
732		DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WATER SYST OPTIMIZATION STUDY	1957670	5/28/2021	6/25/2021	1,084.53			
733							Total:	\$1,084.53			
734											
735		SCHOOL TRANSPORT CAP PROJ									
736		BLUE BIRD BUS SALES	VEHICLE	FY2021 CIP-RETROFIT A/C FOR BUSES	062121	6/21/2021	6/25/2021	10,550.00			
737							Total:	\$10,550.00			
738											
739		SCHOOL OPS & MAINT CAP PROJ									
740		TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	FY2021 CIP-ABRAMS UPGRADES	FLUCO521	6/8/2021	6/17/2021	2,250.00			
741							Total:	\$2,250.00			
742											
743		ECONOMIC DEV CAP PROJ									
744		DRAPER ADEN ASSOCIATES	CONTRACT SERVICES	PROFESSIONAL SERVICES THRU 5/22/2021	2021050084	5/26/2021	6/17/2021	8,726.00			
745							Total:	\$8,726.00			
746											
747											
748		Fund # - 502 SEWER					302 CAPITAL IMPROVEMENT	Fund Total:	\$22,610.53		
749		PALMYRA SEWER OPER EXPENSES									
750		DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PALMYRA SEWAGE PUMP STATION	7712348080 052721	5/27/2021	6/11/2021	39.99			
751		DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PALMYRA AREA WWTP	7129524547 5242021	5/24/2021	6/11/2021	437.73			
752		INBODEN ENVIRONMENTAL SERVICES,	OUTSIDE ANALYTICAL	WASTEWATER MONITORING	72849	6/3/2021	6/17/2021	447.00			
753							Total:	\$924.72			

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1	County of Fluvanna				From Date: 6/1/2021						
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Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
						502 SEWER
						Fund Total: \$924.72
Fund # - 505 FORK UNION SANITARY DISTRICT						
FUSD OPERATIONAL EXPENSES						
CENTURYLINK	TELECOMMUNICATIONS	FUSD-SANITARY DISTRICT-OFFICE-FAX	309719161 051621	5/16/2021	6/11/2021	236.33
CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309719161 061621	6/16/2021	6/25/2021	242.33
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL-RT 15	9594215007 05252021	5/25/2021	6/11/2021	53.44
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL-2622 BREMO ROAD	7224360003 5252021	5/25/2021	6/11/2021	65.22
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FUSD OFFICE-14701 W RIVER RD	8866300000 52721	5/27/2021	6/11/2021	309.39
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL/WTP 41 EMERALD RD	9501772108 5252021	5/25/2021	6/11/2021	1,151.39
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMUHUNDRO WELL-WTP TANK 14349 W	9346182505 5252021	5/25/2021	6/11/2021	1,277.94
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL-RT666	8434345008 5252021	5/25/2021	6/11/2021	65.01
E.W. OWEN	LEASE/RENT	WELL RENT	06012021	6/1/2021	6/11/2021	150.00
MOJOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET-5/1/21-5/31/21	136983	6/1/2021	6/11/2021	60.00
REPUBLIC SERVICES #410	BLDGS EQUIP REP & MAINT	FUSD 11206 RIVER RD 1 WASTE CONTAINER	3-0410-0006910 0521	5/31/2021	6/11/2021	206.74
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	WET CHEMISTRY ANALYSIS	421195	5/25/2021	6/11/2021	30.00
TRUSTPOINT INSURANCE, LLC	PROPERTY INSURANCE	RENEW POLICY	320886	6/14/2021	6/25/2021	100.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T441150	6/3/2021	6/17/2021	85.39
						Total: \$4,033.18
						505 FORK UNION SANITARY DISTRICT
						Fund Total: \$4,033.18
Fund # - 510 ZION XR WATER & SEWER						
ZION XR W&S EXPENSES						
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WATER TANK-JAMES MADIOSON HWY	275904-013 5282021	5/28/2021	6/11/2021	349.83
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS-JAMES MADISON HWY (ZXCR)	275904-015 052821	5/28/2021	6/11/2021	395.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	WWPS-RICHMOND (PRISON BOOSTER	575904-017 52821	5/28/2021	6/11/2021	568.68
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	GENERA/REAL ESTATE/PROC/SPECIAL/REAL	060421	6/4/2021	6/17/2021	2,656.00
						Total: \$3,969.51
						510 ZION XR WATER & SEWER
						Fund Total: \$3,969.51
						Total Expenditures by Fund: \$621,824.44

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

TAB M

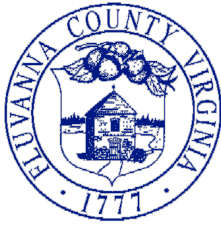
MEETING DATE:	August 18, 2021				
AGENDA TITLE:	New Admin Building, New DSS Building and Existing Building Renovation Design Costs				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Discuss Preliminary design estimates for construction of New Administration Building, New DSS Building, renovation of the current Administration building, and renovation of the Carysbrook Complex.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Crabtree, Rohrbaugh & Associates Design and Project Costs Estimate				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X	X		

Fluvanna County, Virginia
Upcoming project probable costs

Name of Building	Location	New/Renovation	Area	Cost/Sf	Probable Construction Cost	Design Fees (2021)	Bidding & Construction Admin Fees (2022)	Probable Soft Costs (inc. design fees)	Subtotal
Administration Building	Pleasant Grove Campus	New	24,023	\$ 200.00	\$ 4,804,600.00	\$ 240,230.000	\$ 72,069.000	\$ 960,920.00	\$ 5,765,520.00
Dept of Social Services Bldg	Pleasant Grove Campus	New	32,307	\$ 200.00	\$ 6,461,400.00	\$ 323,070.000	\$ 96,921.000	\$ 1,292,280.00	\$ 7,753,680.00
Convert Admin to Courts	Palmyra Campus	Renovation	13,812	\$ 120.00	\$ 1,657,440.00	\$ 82,872.000	\$ 24,861.600	\$ 331,488.00	\$ 1,988,928.00
Renovate DSS to Multipurpose	Carysbrook Campus	Renovation	6,913	\$ 180.00	\$ 1,244,340.00	\$ 62,217.000	\$ 18,665.100	\$ 248,868.00	\$ 1,493,208.00
Total					\$ 14,167,780.00	\$ 708,389.00	\$ 212,516.70	\$ 2,833,556.00	\$ 17,001,336.00

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

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input type="checkbox"/>	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-08-18 p.273/284

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

MEMORANDUM

Date: August 18, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 BOS Contingency Balance

The FY22 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$163,898
Available:	\$163,898

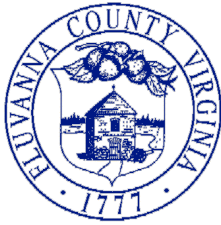
BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Andrew Wills	July, 2021

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits)	2017	3	2	16	6	4	10	6	5	14	5	7	13	91
	2018	8	3	15	11	13	17	13	10	8	8	6	9	121
	2019	8	10	14	9	12	9	10	14	13	2	11	7	119
	2020	12	13	22	14	8	18	19	17	15	20	22	11	191
	2021	15	9	19	20	16	22	15						116
NEW - Single Family Attached	2017	0	0	0	0	0	5	0	0	0	0	0	0	5
	2018	0	0	0	0	0	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0	0	0	0	0	0
	2020	0	0	0	0	1	6	0	0	6	0	0	5	18
	2021	6	0	0	0	0	0	0	0	0	0	0	0	6
NEW - Mobil Homes	2017	0	0	0	0	2	1	0	1	0	0	0	0	4
	2018	0	0	1	1	0	0	0	0	0	0	0	0	2
	2019	0	0	0	0	0	0	0	0	1	1	0	1	3
	2020	0	0	1	0	0	1	0	0	1	0	0	0	3
	2021	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions and Alterations	2017	29	20	29	43	20	29	32	18	23	27	43	28	341
	2018	19	6	10	19	8	13	26	25	32	42	22	21	243
	2019	35	33	37	27	38	38	44	34	34	36	35	31	422
	2020	37	38	23	30	30	22	27	20	30	34	35	23	349
	2021	28	14	43	39	31	40	30	0	0	0	0	0	225
* Trade permits count not in .														
Accessory Buildings	2017	0	4	2	3	2	2	2	4	2	0	2	2	25
	2018	2	3	3	6	2	1	4	2	1	2	2	2	30
	2019	2	4	6	4	4	3	3	8	2	8	4	4	52
	2020	2	4	4	4	5	5	1	7	8	3	5	1	49
	2021	1	3	3	6	3	6	1	0	0	0	0	0	23
Swimming Pools	2017	0	0	0	0	0	1	1	0	0	1	1	0	4
	2018	0	1	1	1	0	1	2	0	1	2	0	0	9
	2019	0	0	0	3	2	2	0	1	0	1	0	1	10
	2020	0	1	3	3	1	2	3	1	1	0	0	0	15
	2021	0	0	7	1	5	2	3	0	0	0	0	0	18
Commercial/Industrial Build/Cell Towers	2017	1	2	0	0	0	0	2	2	1	1	0	0	9
	2018	0	0	0	0	0	2	0	0	0	0	0	0	2
	2019	0	0	1	1	0	2	0	0	0	0	0	0	4
	2020	0	0	1	0	1	0	0	3	0	0	2	0	7
	2021	1	0	1	0	0	0	1	0	0	0	0	0	3
TOTAL BUILDING PERMITS	2017	33	28	47	52	28	43	43	30	40	34	53	43	474
	2018	29	13	30	38	23	34	45	37	42	54	30	33	408
	2019	45	47	58	44	56	54	57	57	50	48	50	43	609
	2020	51	56	54	51	46	54	50	48	63	57	54	40	624
	2021	51	26	73	66	55	70	50	0	0	0	0	0	391
* Trade permits count not included as in previous years														
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2017	\$857,767	\$827,724	\$4,859,777	\$2,066,132	\$1,512,789	\$3,676,118	\$1,904,915	\$2,359,988	\$2,846,545	\$1,957,646	\$1,897,110	\$3,479,285	\$ 28,245,796
	2018	\$2,451,433	\$1,075,551	\$3,544,096	\$2,153,241	\$3,834,995	\$5,693,348	\$3,156,593	\$4,729,005	\$3,637,992	\$1,791,222	\$2,169,284	\$2,421,169	\$ 37,107,929
	2019	\$1,991,054	\$2,502,719	\$5,639,238	\$4,695,173	\$3,057,597	\$3,228,152	\$3,360,952	\$3,926,015	\$3,457,214	\$2,636,194	\$3,148,369	\$2,960,579	\$ 40,603,256
	2020	\$2,292,161	\$3,202,055	\$7,238,708	\$2,997,448	\$2,245,441	\$4,389,903	\$3,644,002	\$5,555,492	\$5,271,906	\$4,201,357	\$3,513,834	\$2,954,193	\$ 47,506,500
	2021	\$5,397,000	\$1,687,484	\$2,506,869	\$4,952,702	\$3,473,256	\$5,766,891	\$2,885,146	\$0	\$0	\$0	\$0	\$0	\$ 26,669,348

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
LAND DISTURBING PERMITS ISSUED														
LAND DISTURBING PERMITS	2017	3	2	17	7	7	9	6	6	15	8	7	14	101
	2018	10	4	16	13	11	17	13	7	9	6	7	8	121
	2019	8	12	16	9	14	10	12	14	13	2	11	8	129
	2020	11	10	26	13	8	24	13	19	20	19	13	16	192
	2021	22	10	18	20	18	22	16	0	0	0	0	0	126
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2017	159	144	171	141	177	152	202	182	153	183	181	169	2,014
	2018	163	148	173	186	215	176	164	220	144	221	154	141	2,105
	2019	237	207	232	297	305	246	324	332	295	298	204	216	3,193
	2020	213	197	302	369	371	304	434	368	439	464	407	412	4,280
	2021	430	349	465	431	402	426	333	0	0	0	0	0	2,836
FEES COLLECTED														
Building Permits	2017	\$4,060	\$3,660	\$22,692	\$9,249	\$6,703	\$11,948	\$9,494	\$7,790	\$13,169	\$6,895	\$9,022	\$12,886	\$ 117,568
	2018	\$8,988	\$4,311	\$9,939	\$14,765	\$13,796	\$23,633	\$14,993	\$8,748	\$10,826	\$12,613	\$9,556	\$14,570	\$ 146,738
	2019	\$11,377	\$13,617	\$14,005	\$14,308	\$11,228	\$16,260	\$13,778	\$18,772	\$14,375	\$8,468	\$14,747	\$11,059	\$ 161,994
	2020	\$12,863	\$15,468	\$18,152	\$16,803	\$13,147	\$28,068	\$23,193	\$28,887	\$24,237	\$19,359	\$15,359	\$15,871	\$ 231,407
	2021	\$18,733	\$15,400	\$15,654	\$21,333	\$16,184	\$23,031	\$27,000	\$0	\$0	\$0	\$0	\$0	\$ 137,335
Land Disturbing Permits	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$2,100	\$2,050	\$1,000	\$1,625	\$ 30,881
	2018	\$1,450	\$5,975	\$1,890	\$1,625	\$1,625	\$2,850	\$1,625	\$1,175	\$1,125	\$875	\$10,675	\$2,150	\$ 33,040
	2019	\$1,000	\$1,500	\$1,625	\$1,125	\$3,553	\$1,250	\$2,975	\$6,556	\$1,920	\$250	\$1,375	\$1,125	\$ 24,251
	2020	\$1,375	\$1,250	\$6,365	\$1,625	\$1,000	\$3,000	\$2,125	\$8,369	\$2,500	\$2,375	\$4,294	\$1,875	\$ 36,153
	2021	\$5,678	\$1,250	\$14,463	\$2,500	\$2,250	\$2,750	\$13,581	\$0	\$0	\$0	\$0	\$0	\$ 42,472
Zoning Permits/ Proffers	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$1,600	\$1,050	\$1,250	\$1,550	\$ 15,995
	2018	\$1,400	\$800	\$1,750	\$1,600	\$1,400	\$2,200	\$2,050	\$1,400	\$1,050	\$1,400	\$700	\$1,400	\$ 17,150
	2019	\$1,200	\$1,800	\$2,200	\$1,550	\$2,050	\$1,350	\$1,950	\$2,300	\$1,700	\$1,150	\$1,450	\$1,400	\$ 20,100
	2020	\$1,650	\$1,600	\$3,000	\$1,700	\$1,550	\$3,050	\$2,350	\$2,300	\$2,900	\$2,850	\$1,600	\$1,700	\$ 26,250
	2021	\$2,150	\$1,150	\$3,650	\$2,950	\$2,650	\$3,400	\$2,450	\$0	\$0	\$0	\$0	\$0	\$ 18,400
TOTAL FEES	2017	\$4,835	\$5,460	\$32,092	\$11,722	\$10,569	\$16,173	\$12,472	\$16,824	\$16,869	\$9,995	\$11,272	\$16,061	\$ 164,444
	2018	\$11,838	\$11,086	\$13,579	\$17,990	\$16,821	\$28,683	\$18,668	\$11,323	\$13,001	\$14,888	\$20,931	\$18,120	\$ 196,928
	2019	\$13,577	\$16,917	\$17,830	\$16,983	\$16,831	\$18,860	\$18,703	\$27,628	\$17,995	\$9,868	\$15,028	\$13,584	\$ 203,804
	2020	\$15,888	\$18,318	\$27,517	\$20,128	\$15,697	\$34,118	\$27,668	\$39,556	\$29,637	\$24,584	\$24,584	\$19,446	\$ 293,810
	2021	\$26,561	\$17,800	\$33,767	\$26,783	\$21,084	\$29,181	\$43,031	\$0	\$0	\$0	\$0	\$0	\$ 198,207



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2021-08-18 p.277/284
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: August 18, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 Capital Reserve Balances

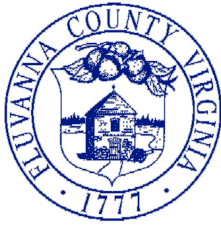
The FY22 Capital Reserve account balances are as follows:

County Capital Reserve:

FY21 Carryover	\$387,085
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$587,085
Add: Closed CRM Project	\$155
Less: Courts Building Sally Port Door – 08.04.21	-\$7,185
FY22 Available:	\$580,055

Schools Capital Reserve:

FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$530,159
Add: Closed CRM Project – 06/30/2021	\$1,096
FY22 Available:	\$531,255



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MEMORANDUM

Date: August 18, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY21 Year End (Unaudited) Unassigned Fund Balance:	\$7,615,939
Current (Unaudited) Unassigned Fund Balance:	\$7,615,939

*Audited FY21 Year End Unassigned Fund Balance will be available upon completion of the FY21 Comprehensive Annual Financial Report

Culpeper District, Louisa Residency
Fluvanna County Monthly Report: August 2021

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
<p>*Of the 819 fatalities in VA in 2018, 126 were related to distracted driving and 298 were motor vehicle occupants not wearing a seatbelt.</p> <p>**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.</p>			

[Link to Smart Scale Information](#)

[Link to Smart Scale Projects \(Filter for Fluvanna Co. Projects\)](#)

Fluvanna County Smart Scale Projects:

- Rt. 53/1015 Turkeysag Roundabout
- Rt. 600/618 Lake Monticello Left Turn Lane
- Rt. 250/631 Troy Rd Roundabout



Smart Scale Round 4 Key Dates:

- February 2020, Project Review
- March 1 - April 17, 2020, Pre-application Deadline
- August 17, 2020, Application Deadline
- June 2021, CTB approval of Six Year Improvement Plan

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Rt. 656 Bridge Rehabilitation (0656-032-6070, SR01)	CN Begins	Expected Completion Sept 2021	
Route600/618Intersection Improvements (UPC 111739)	Floodplain Analysis	Scoping	FEB 2023/4

Additional Road Projects:

- **On-Call Pipe Replacements** PR07-967-255, (UPC 106020) BOS2021-08-18 p.282/284
- **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)

State-Force and District-Wide Bridge Projects:

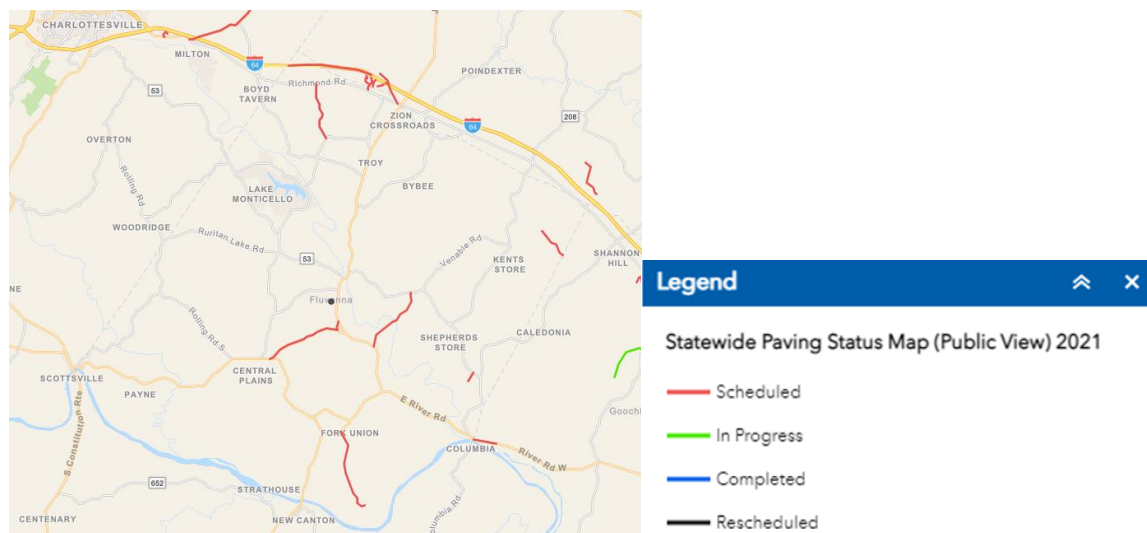
- **District Wide Bridge Deck Cleaning and Washing** BRDG-967-241, (UPC 105980);
- **District Wide Bridge Maintenance** BRDG-967-240, (UPC 105979);
- **Route 623 over Venable Creek, Completed;**
- **Route 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement; Completed;**
- **Route 616 Soil Nailing Slope Repair; Completed;**
- **Rt. 15 N and S of CVEC – Pipe Replacements; Completed;**
- **Rt. 250 W of Correctional Center – Pipe Replacement; Completed;**
- **Rt. 15 Entrance Pipe over Raccoon Creek; CN Scheduled for July**
- **Rt. 6 E of Rt. 624 – Pipe Replacement; CN Scheduled for July**

Resurfacing Projects:

The list for the 2021 Resurfacing Schedule has been finalized, and the map is located below. Customers can view VDOT's resurfacing schedule and route status on VDOT's public website via the following link:

<http://www.virginiaroads.org/> (Select "Web Maps" and "Statewide Paving Status")

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
2021	---	---	2021	16.07	\$229,394



Studies under Review:

- Route 250 speed study, from Route 631 to Route 15
- Route 1040, Broken Island Rd Centerline Removal due to installment issues
- Route 616 Corridor Safety Study

Completed Studies:

- Route 250/708 Right Turn Lane Warrant Analysis review completed
 - Turn lane not warranted
 - Shoulder Widening project completed Dec 2020
- Routes 652, 655, 656 Centerline Pavement Markings review completed
 - Routes 655 & 656 do not meet minimum width (18ft) or minimum VPD (500)
 - Route 652 does not meet minimum VPD
- 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;
 - Speed limit reduction not warranted
- Centerline Marking on Rt. 613, Bybees Church Rd; Approved, Installation completed, 8/17/2020
- Route 1066, Rosewood Drive- 25 speed limit sign installed 3/31/2020
- Route 53 High School Speed Limit Reduction; pursuing study agreements from School Board
- Route 600 speed study, from Abbey Rd to Broken Island Rd
 - Speed limit reduction not warranted
- Route 649, Central Plains Road Speed Study
 - Recommended 50/45mph for trucks; sign installation pending

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)
- Route 1037 Lexie Lane No Outlet Sign to be resized and relocated; completed 7/7/2020
- Route 53 at Turkey Trail white delineator posts replaced on 6/23/2020
- Route 656/624: Request for curve warning signage and improvements to visibility

- o Unable to reach property owner
- Rt. 6/659 Sight Distance Review; in progress
- Rt. 616 & 600; Radar Feedback Signs (ongoing)
- Rt. 53/660 & Rt. 600/618 Stop Bar installed

Local Assistance Programs

- Transportation Alternatives Program
 - o Palmyra Sidewalk, Parking, and Traffic Improvements
 - o Application Due July 1

Area Land Use

Residency Area Land Use Staff have issued **29** permits in 2021

Fluvanna County Plan/Plat Reviews- Received June-July 2021							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Houriha Minor Subdivision	605-18 Shannon Hill Rd Columbia VA	Final Plat Review,	John Wilson	7/2/2021	8/16/2021	7/8/2021	Review Complete - Acceptable

- [Zion Crossroads Corridor Improvement Study \(link\)](#) – The webpage is live for the Zion Crossroads Corridor Improvement Study (Routes 15 and 250), Fluvanna & Louisa Counties. This small area study, which is supported by stakeholders from VDOT, Fluvanna and Louisa counties and the Thomas Jefferson Planning District Commission. The study is evaluating vehicle, transit, bicycle, and pedestrian accommodations along Route 15 (James Madison Highway) between the intersections of Sommerfield Drive and Starlite Park as well as along Route 250 (Three Notch Road/Richmond Road) between Route 631 (Troy Road) and Route 613 (Poindexter Road). The purpose of the study is to develop short-, mid-, and long-term community-supported transportation solutions to provide safe travel for all uses and users of the roadway. The results from this study will be reviewed and potential transportation projects will be developed and presented for feedback in early 2021. The study is scheduled for completion in mid-2021.

Maintenance Activities

- VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **526** Work Orders in FY21. Top activities have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSmanual.pdf

E. Alan Saunders, P.E., CCM
Resident Engineer
VDOT Louisa Residency
540-967-3710