



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

Carysbrook Performing Arts Center  
8880 James Madison Hwy, Fork Union, VA 23055

January 5, 2022

Regular Meeting at 5:00 pm

Non-Profit Budget Presentations at 7:00 pm

TAB	AGENDA ITEMS
<b>1 - CALL TO ORDER</b>	
<b>2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE</b>	
<b>2022 Organizational Meeting of the Fluvanna County Board of Supervisors</b>	
A	Election of Chair
B	Election of Vice Chair
C	Adoption of a Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2022"
D	Adoption of 2022 Regular Meeting Calendar
E	Adoption of Board Bylaws and Rules of Practice and Procedures
F	Appointment of Board of Supervisor Members to Boards, Commissions, and Committees
<b>Regular Meeting</b>	
<b>3 – ADOPTION OF AGENDA</b>	
<b>4 – COUNTY ADMINISTRATOR’S REPORT</b>	
<b>5 – PUBLIC COMMENTS #1</b> (5 minutes each)	
<b>6 – PUBLIC HEARING</b>	
<b>7 – ACTION MATTERS</b>	
G	Tyler Technologies, Inc. Merchant Services Contract – Cyndi Toler, Purchasing Officer
H	Advertise a Public Hearing for the FY22 American Rescue Plan Act (ARPA) Funds – Eric Dahl, County Administrator
<b>7A – APPOINTMENTS</b>	
<b>8 – PRESENTATIONS</b> (normally not to exceed 10 minutes each)	
I	Zion Crossroads West Waterline Extension Update – Eric Dahl, County Administrator
<b>9 – CONSENT AGENDA</b>	
J	Minutes of December 15, 2021 – Caitlin Solis, Clerk to the Board
K	FY22 FCPS Grants Supplemental Appropriation – Tori Melton, Management Analyst
L	FY22 Litter Prevention Grant Supplemental Appropriation – Tori Melton, Management Analyst
M	FY22 Voluntary Contributions – Tori Melton, Management Analyst
<b>10 – UNFINISHED BUSINESS</b>	

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TBD

**11 – NEW BUSINESS**

TBD

**12 – PUBLIC COMMENTS #2 (5 minutes each)**

**13 – CLOSED MEETING AND DINNER RECESS**

TBD

**RECESS – DINNER BREAK**

**RECONVENE @ 7:00pm**

**A - CALL TO ORDER**

**B - FY23 NON-PROFIT BUDGET PRESENTATIONS (normally not to exceed 5 minutes each)**

Central Virginia Small Business Development Center

Ready Kids

Shelter for Help in Emergency

JABA – Jefferson Area Board of Aging

Child Health Partnership

N

MACAA – Monticello Area Community Action Agency

OAR – Jefferson Area Community Corrections

Piedmont Housing Alliance

PVCC – Piedmont Virginia Community College

Region Ten

Rivanna Conservation Alliance

SARA – Sexual Assault Resource Agency

**C – CLOSED MEETING**

TBD

**D – ADJOURN**



County Administrator Review

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## **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.

*Fluvanna County...The heart of Virginia and your gateway to the future!*



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

**TAB A**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Election of Chair				
<b>MOTION(s):</b>	<b>I move to elect _____ as Chair of the Fluvanna County Board of Supervisors for calendar year 2022.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>As has been your practice in the past, the County Administrator opens the meeting and calls for the nominations for Chair, followed by voting of the members.</p> <ol style="list-style-type: none"> <li>1. The County Administrator shall call for nominations from the membership.</li> <li>2. Any member, after being recognized by the County Administrator, may place one or more names in nomination and discuss his or her opinions on the qualifications of the nominee(s).</li> <li>3. When all nominations have been made, the County Administrator shall close the nominating process and call for the vote.</li> <li>4. Each member may cast one vote for any one nominee.</li> <li>5. A majority of those voting shall be required to elect the officer.</li> </ol> <p>Upon the election of the Chair, the elected chair will then call for the nomination and election of the Vice Chair. The Annual Organizational meeting of the Board will be conducted first and then move to the Regular meeting and conduct of business.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	Code of Virginia § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor				
<b>ENCLOSURES:</b>	Code of Virginia: Information regarding Annual Organizational meeting of the Board of Supervisors.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				



## § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor

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Unless the chairman or mayor is elected by popular vote, every governing body, at its first meeting after taking office, shall elect one of its number as presiding officer. Such officer shall be called "chairman" if a member of a board of supervisors and "mayor" if a member of a city or town council. Such member, if present, shall preside at the first meeting and all other meetings during the term for which so elected. The governing body also shall elect a vice-chairman or vice-mayor, as the case may be, who shall preside at meetings in the absence of the chairman or mayor and may discharge any duty of the chairman or mayor during his absence or disability. Chairmen and vice-chairmen, mayors and vice-mayors, may be so elected to serve for terms corresponding with their terms as supervisors or councilmen or may be elected for such other period as determined by the governing body. Whenever any board or council at the time of such election, fails to designate the specific term of office for which a chairman or vice-chairman, a mayor or vice-mayor, is elected, it shall be presumed that such officers were elected for a term of one year and shall serve until their successors have been elected and qualify. Chairmen and vice-chairmen, mayors and vice-mayors, may succeed themselves in office. In the case of the absence from any meeting of the chairman and vice-chairman, mayor and vice-mayor, the members present shall choose one of their number as temporary presiding officer.





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

**TAB B**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Election of Vice Chair				
<b>MOTION(s):</b>	<b>I move to elect _____ as Vice Chair of the Fluvanna County Board of Supervisors for calendar year 2022.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>As has been your practice in the past, the County Administrator opens the meeting and calls for the nominations for Chair, followed by voting of the members.</p> <p>Upon the election of the Chair, the elected chair will then call for the nomination and election of the Vice Chair.</p> <p>The Annual or Organizational meeting of the Board will be conducted first and then move to the Regular meeting and conduct of business.</p>				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	Code of Virginia § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				



## § 15.2-1422. Electing a chairman and vice-chairman; mayor and vice-mayor

---

Unless the chairman or mayor is elected by popular vote, every governing body, at its first meeting after taking office, shall elect one of its number as presiding officer. Such officer shall be called "chairman" if a member of a board of supervisors and "mayor" if a member of a city or town council. Such member, if present, shall preside at the first meeting and all other meetings during the term for which so elected. The governing body also shall elect a vice-chairman or vice-mayor, as the case may be, who shall preside at meetings in the absence of the chairman or mayor and may discharge any duty of the chairman or mayor during his absence or disability. Chairmen and vice-chairmen, mayors and vice-mayors, may be so elected to serve for terms corresponding with their terms as supervisors or councilmen or may be elected for such other period as determined by the governing body. Whenever any board or council at the time of such election, fails to designate the specific term of office for which a chairman or vice-chairman, a mayor or vice-mayor, is elected, it shall be presumed that such officers were elected for a term of one year and shall serve until their successors have been elected and qualify. Chairmen and vice-chairmen, mayors and vice-mayors, may succeed themselves in office. In the case of the absence from any meeting of the chairman and vice-chairman, mayor and vice-mayor, the members present shall choose one of their number as temporary presiding officer.

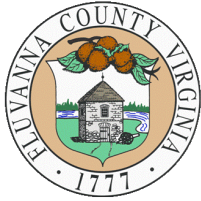


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

TAB C

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Resolution/Organizational Meeting of the Fluvanna County Board of Supervisors				
<b>MOTION(s):</b>	<p><b>I move to adopt the resolution entitled “Organizational Meeting of the Fluvanna County Board of Supervisors 2022” which designates the location, day, and time of meetings.</b></p> <p><b>Meeting Place:</b></p> <ul style="list-style-type: none"> <li><b>Carysbrook Performing Arts Center / Circuit Courtroom in the Fluvanna Courts Building</b></li> </ul> <p><b>Meeting Times:</b></p> <ul style="list-style-type: none"> <li><b>Day Meetings begin at 5:00 p.m. and end at 9:00 p.m., unless extended</b></li> <li><b>Night Meetings begin at 7:00 p.m. and end at 11:00 p.m., unless extended</b></li> <li><b>When scheduled, Work Sessions begin at 5:00 p.m. prior to the regular evening meeting</b></li> </ul>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	During the month of July, only one meeting will be held on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Resolution				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				





**BOARD OF SUPERVISORS**  
 County of Fluvanna  
 Palmyra, Virginia

**RESOLUTION No. 01-2022**

**A RESOLUTION RECOGNIZING THE  
 2022 ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS**

At the annual Organizational Meeting of the Fluvanna County Board of Supervisors held in the Carysbrook Performing Arts Center at 5:00 PM on Wednesday, January 5, 2022, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

**WHEREAS**, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

**WHEREAS**, the Board of Supervisors does now conduct such an organizational meeting;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors that it does hereby designate the **Carysbrook Performing Arts Center / Circuit Courtroom in the Fluvanna Courts Building** as its meeting place for Regular Meetings to be held on the first Wednesday of each month at 5:00 p.m. and the third Wednesday of each month at 7:00 p.m., except for the month of July when the only meeting shall be on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for additional business or public hearings. When scheduled, Work Sessions will be held the third Wednesday of each month at 5:00 p.m. prior to the regular meeting.

**BE IT FURTHER RESOLVED** by the Board of Supervisors that it does hereby designate the fourth Wednesday at 7:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 5<sup>th</sup> day of January, 2022;

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

A Copy, teste:

\_\_\_\_\_  
 Caitlin Solis  
 Clerk to the Board of Supervisors





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

**TAB D**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Board of Supervisors 2022 Regular Meeting Calendar				
<b>MOTION(s):</b>	<b>I move to adopt the 2022 Board of Supervisors' Regular Meeting Calendar as presented.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	During the month of July, only one meeting will be held on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 7:00 p.m. for public hearings.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Board of Supervisors 2022 Regular Meeting Calendar				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				





## 2022 Regular Meeting Calendar

Fluvanna County Board of Supervisors  
All Meetings on Wednesday

<b>Date</b>	<b>Regular Meetings</b>	<b>Work Sessions (When Scheduled)</b>
Jan 5	5:00 pm	
Jan 19	7:00 pm	5:00 pm
Feb 2	5:00 pm	
Feb 16	7:00 pm	5:00 pm
Mar 2	5:00 pm	
Mar 16	7:00 pm	5:00 pm
Apr 6	5:00 pm	
Apr 20	7:00 pm	5:00 pm
May 4	5:00 pm	
May 18	7:00 pm	5:00 pm
Jun 1	5:00 pm	
Jun 15	7:00 pm	5:00 pm
Jul 6	5:00 pm & 7:00 pm	
Aug 3	5:00 pm	
Aug 17	7:00 pm	5:00 pm
Sep 7	5:00 pm	
Sep 21	7:00 pm	5:00 pm
Oct 5	5:00 pm	
Oct 19	7:00 pm	5:00 pm
Nov 2	5:00 pm	
Nov 16	7:00 pm	5:00 pm
Dec 7	5:00 pm	
Dec 21	7:00 pm	5:00 pm

Adopted this 5<sup>th</sup> day of January 2022 by the Fluvanna County Board of Supervisors



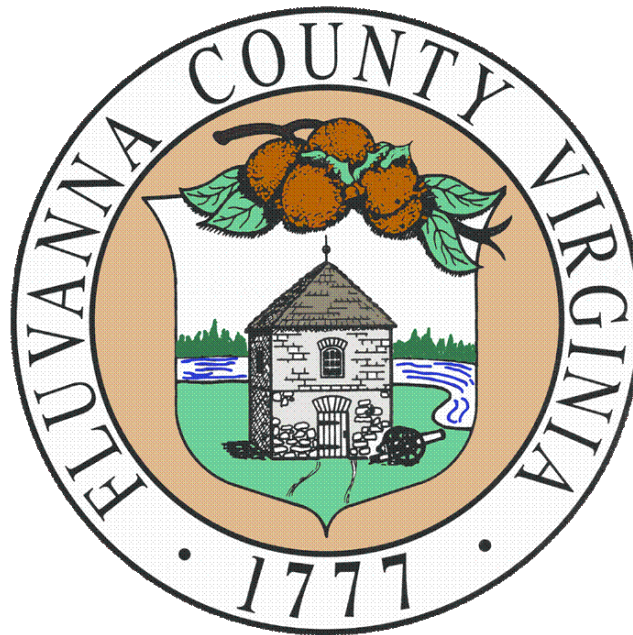
**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB E**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Board of Supervisors' Bylaws and Rules of Practice and Procedures				
<b>MOTION(s):</b>	<b>I move to readopt the current Board of Supervisors' Bylaws and Rules of Practice and Procedures.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	The current Board of Supervisors' Bylaws and Rules of Practice and Procedures are presented for consideration, with revisions relating to travel reimbursement.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Board of Supervisors' Bylaws and Rules of Practice and Procedures				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				



# **FLUVANNA COUNTY BOARD OF SUPERVISORS**



## **2022 BYLAWS AND RULES OF PRACTICE & PROCEDURES**

Adopted  
Pending January 5, 2022





## TABLE OF CONTENTS

SECTION	TOPIC	PAGE
I	Creation	2
II	Seal of the Board	2
III	Principal Address	2
IV	Rules	2
V	Construction	2
VI	Definitions	3
VII	Board Chair	5
VIII	Board Vice Chair	5
IX	Board Members	5
X	County Administrator	5
XI	Clerk for the Board	6
XII	County Attorney	6
XIII	Parliamentary Procedure	6
XIV	Quorum for the Exercise of Board Business	6
XV	Meetings	6
XVI	Agenda Item Submission	8
XVII	Agenda Preparation	8
XVIII	Order of Business	9
XIX	Conduct of Business	10
XX	Motions	12
XXI	Voting	13
XXII	Recording of Meetings	14
XXIII	Orderly Conduct	14
XXIV	Ad Hoc Committees	15
XXV	Appointments to Boards, Commissions, and Committees (BCC)	15
XXVI	Official Board Travel and Expense Reimbursement	15
XXVII	Approval of Certain Checks, Authorization to Sign with Stamp	15



**Fluvanna County Board of Supervisors**  
**BYLAWS AND RULES OF PRACTICE AND PROCEDURES**

**I. CREATION.** Fluvanna County Board of Supervisors, hereinafter called the Board, is an elected body provided by the Code of Virginia, Section 15.2-1400. It consists of five members with one elected from each of the five Election Districts.

**II. SEAL OF THE BOARD.** When affixed to any paper or document by the Clerk for the Board, the Seal has the force and effect for authentication for the Board.

**III. PRINCIPAL ADDRESS.** 132 Main Street, Palmyra, Virginia, mailing address: P.O. Box 540, Palmyra, Virginia 22963.

**IV. RULES**

A. These Bylaws and Rules of Practice and Procedures (“Rules”) are adopted and shall apply to the Board of Supervisors of Fluvanna County. These Rules are intended to expedite transaction of the business of the Board of Supervisors in an orderly fashion. The Bylaws and Rules are deemed to be procedural only. The failure strictly to observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with law.

B. All meetings and business shall be conducted in accordance with these Rules, Robert’s Rules of Order Newly Revised (11<sup>th</sup> Edition), and the law of Virginia. In the event of conflict, the law of Virginia shall govern. A decision of the Chair with respect to the interpretation, applicability, or enforcement of these Rules may be overruled by a majority vote of the Members present and voting.

C. Except as otherwise provided by law, any rule of the Board may be suspended temporarily, upon approval of the majority of the Board members present and voting. The temporary suspension shall apply only to the matter under immediate consideration and, in no case, shall it extend beyond an adjournment.

D. No rule of the Board shall be adopted or amended except by majority vote of the Board.

**V. CONSTRUCTION.** As used in these Rules, the masculine shall include the feminine and the singular the plural unless otherwise specified herein. The word "shall" is mandatory and not discretionary; the word “may” is permissive and discretionary. The word "approve" shall be considered to be followed by the words "or disapprove".

**VI. DEFINITIONS.** As used in these Rules, the following terms are defined:

A. Action of Record. An action taken or decision made by the Board recorded in the Minutes of the Meetings. Except as otherwise required by law, an Action of Record may take the following forms:

1. Motions and seconds with the recorded votes of the members.
2. Consensus agreement of the Board without vote by the Board.
3. Directive of the Chair in the exercise of that office during the conduct of an official meeting of the Board.

B. Board. The Fluvanna County Board of Supervisors.

C. County Code. The Code of Fluvanna County.

D. Directive. An exercise of discretionary authority granted to the Chair from the Board empowering the Chair as follows:

1. To enforce the protocols of these Rules for the conduct of business and discourse before the Board to ensure proper decorum, civility, fairness and order.
2. To cause the removal of any person or persons without charge of civil or criminal offense for misconduct, disruption or disturbance of a meeting of the Board of Supervisors consistent with adopted policies and procedures of the Board.
3. To charge any person or persons with civil or criminal offenses pursuant to federal, state or local laws for the misconduct, disruption or disturbance of a meeting of the Board.

E. Item of Business. A matter to be presented before the Board at an official meeting, specified on the Meeting Agenda or modification thereof, and which may be subject to an Action of Record.

F. Meeting or Official Meeting. Any Annual Organizational, Regular, or Special Meeting of the Board of Supervisors. The following terms may also be used to further define and specify purposes for meetings. Meetings as defined herein are not exclusive of each other and may be concurrently conducted.

1. Annual Organizational Meeting: Pursuant to § 15.2-1416 of the Virginia Code, the Board's first meeting in the month of January. The County Administrator shall preside during the election of the Chair of the Board.

2. **Joint Meeting:** A Joint Meeting may be conducted simultaneously with one or more public bodies for the purpose of review, inquiry and discussion of matters of mutual interest or in the interest of expedient disposition of public business matters. Action of record may be taken at said meeting, and a quorum of both the Board and other body(ies) is required to Call to Order and conduct a Joint Special Meeting.

3. **Public Information Meeting:** A Public Information Meeting shall be limited to the dissemination of information to and/or from the public where the Board of Supervisors will take no Action of Record at said meeting. A quorum of the Board of Supervisors is not required to Call to Order and conduct a Public Information Meeting. Public Information Meetings may be called in the name of the Board of Supervisors or administratively by the County Administrator.

4. **Public Hearing:** A public hearing shall be conducted at said meeting and the Board of Supervisors may take Action of Record on such matters as may arise from the Public Hearing. A quorum of the Board of Supervisors is required to Call to Order and conduct a Public Hearing.

5. **Recessed Meeting:** A meeting conducted at a date, place and time set by the Board of Supervisors as a continuation of a previously held meeting. A Recessed Meeting shall be scheduled no later than the date of the next Regular Meeting.

6. **Rescheduled Meeting:** A Rescheduled Meeting shall be for the purpose of conducting a meeting of the Board of Supervisors where, by virtue of necessity or at the discretion of the Board of Supervisors, the originally scheduled meeting cannot be conducted on its prescribed date or time or at its prescribed location pursuant to these Rules. Action of Record may be taken on any Item of Business presented at a Rescheduled Meeting, and a quorum of the Board of Supervisors is required to Call to Order and conduct a Rescheduled Meeting.

7. **Work Session Meeting:** A Work Session Meeting shall be for the purpose of in-depth review, inquiry and discussion of specified Items of Business where Action of Record may be taken by the Board of Supervisors. A quorum of the Board of Supervisors is required to Call to Order and conduct said meeting. Work Session Meetings may also be called and scheduled for the purposes of presentations to the Board of Supervisors for educational and informational purposes.

G. **Primary Motion.** The first motion presented following informal discussion of any Item of Business at a Board meeting.

H. **Substitute Motion.** A motion presented succeeding and in lieu of a primary motion on any Item of Business at a Board meeting.

I. **Virginia Code.** The 1950 Code of Virginia, as amended.

## **VII. BOARD CHAIR**

A. At the first meeting of the year, the Board selects one of its members to serve as Chair. The Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. The Chair, when present, shall preside at all meetings of the Board and shall take the Chair at the hour appointed for every Board meeting and shall immediately call the members to order and, except in the absence of a quorum, shall proceed with the business of the Board in the manner prescribed by these Rules. The Chair shall preserve order and decorum and shall decide all questions of order.

C. Upon the death, resignation or other permanent disability of the Chair to fulfill the duties of his office, the Board shall elect a new Chair at its next regularly scheduled meeting or as soon thereafter as possible.

### **VIII. BOARD VICE CHAIR**

A. At the first meeting of the year, the Board selects one of its members to serve as Vice Chair. The Vice Chair is a voting member and serves for one year, or until his successor shall be elected and qualify as such.

B. In the absence, or inability to act, of the Chair, the Vice Chair shall have and exercise all the powers and duties of the Chair.

### **IX. BOARD MEMBERS**

A. Notification of Absence. If any Board member is unable to attend a meeting, all reasonable effort shall be made to notify the Chair and the County Administrator as soon as possible to ensure there are sufficient members present and voting to consider all agenda items. The County Administrator shall continue an agenda item if there will not be a sufficient number of Board members present and voting at the meeting to approve the item.

B. Conflicts of Interest. At such times a Board member may find himself with a conflict of interest, the Board member shall state the nature of the conflict of interest prior to an issue being heard and shall remove himself from the meeting. The member shall not vote or in any manner act on behalf of the board with respect to the issue for which a conflict has been declared, until such time as the issue has been decided. The member shall not attend any portion of a closed meeting authorized by the Virginia Freedom of Information Act when the issue is discussed; and will not discuss the issue with other governmental officers or employees in their official capacity at any time.

**X. COUNTY ADMINISTRATOR**. The County Administrator shall assume the general duties as set forth in the Code of Virginia, Section 15.2-1541. He shall maintain an office at the same address as the Board. The County Administrator, or a designated representative, shall attend each

meeting of the Board and shall provide such information to the Board as necessary to assist Board members in their deliberations and decision making.

**XI. CLERK FOR THE BOARD.** The Executive Assistant to the County Administrator is appointed and shall serve as Clerk for the Board per Section 15.2-1538.

**XII. COUNTY ATTORNEY.** The County Attorney shall perform the duties set forth in Code Section 15.2-1542. The County Attorney or his deputy or assistant county attorney designated by him shall attend each meeting of the Board and shall serve as adviser to the Board on issues of law relating to the Board's business. The County Attorney assists the Board in analyzing the facts, provides advice and action in legal matters, and represents the Board in civil actions.

**XIII. PARLIAMENTARY PROCEDURE.** The County Attorney shall serve as the Parliamentarian for the purpose of interpreting these Bylaws and Rules of Procedure and Robert's Rules of Order as may be directed by the Chair, or as required as a result of a point of order raised by any one or more Board members. If the County Attorney is unavailable, the County Administrator shall serve as the Parliamentarian.

**XIV. QUORUM FOR THE EXERCISE OF BOARD BUSINESS.** A majority of the Board shall constitute a quorum for the purpose of conducting Board business.

## **XV. MEETINGS**

### **A. Regular Meeting Schedule**

1. Meetings are held on the first Wednesday of each month at 5:00 p.m. and on the third Wednesday of each month at 7:00 p.m. in the **Carysbrook Performing Arts Center/Fluvanna County Circuit Courtroom**.

2. Meetings held on the first Wednesday will adjourn/recess no later than 9:00 p.m., and meetings held on the third Wednesday will adjourn/recess no later than 11:00 p.m.

3. The Board, at its pleasure, may continue its meeting beyond the normal adjournment/recess time, by majority vote of the board members present and voting.

4. Meetings shall start at the appointed time, and if the Chair is not present, the Vice Chair shall preside.

5. If neither the Chair nor the Vice Chair is present, the County Administrator shall call the meeting to order and preside for the election of a temporary Chair.

**B. Work Sessions Schedule.** When needed, Work Sessions are held on the third Wednesday of each month at 5:00 pm, prior to the 7:00 pm Regular Meeting, in the Fluvanna County Circuit

Courtroom, unless another location is announced. Other days/times may be scheduled by majority consent of the Board.

C. Closed Meetings

1. Closed Meetings will be held as needed, but may only be convened in conformance with Section 2.2-3711 of the Code of Virginia (1950), as amended.

2. No resolution, ordinance, rule, contract, regulation, or motion agreed to in a Closed Meeting shall become effective until the Board reconvenes in an Open Session and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion which shall have its substance reasonably identified in the open meeting.

3. At the conclusion of a Closed Meeting, the Board shall reconvene in Open Session immediately thereafter and shall take a roll call vote certifying that to the best of each member's knowledge:

a. Only public business matters lawfully exempted from Open Session requirements were discussed; and

b. Only public business matters identified in the motion convening the Closed Meeting were heard, discussed or considered.

Any member who believes that there was a departure from the above requirements shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place.

4. The failure of the certification to receive the affirmative vote of a majority of the members present and voting during the Closed Meeting shall not affect the validity or confidentiality of the Closed Meeting with respect to matters considered therein in compliance with the Freedom of Information Act.

5. The Board may permit non-members to attend a Closed Meeting if their presence will reasonably aid the Board in its consideration of an issue. Except as otherwise directed by the Board, the County Attorney and the County Administrator shall attend all Closed Meetings.

D. Special Meetings. The Board may hold Special Meetings as it deems necessary, at such times and places as it finds convenient, and may adjourn such special meetings from time to time as it finds convenient and necessary. Special Meetings shall be called and scheduled per §15.2-1418.

**XVI. AGENDA ITEM SUBMISSION**



A. All agenda items are due to the Clerk for the Board by COB Tuesday the week before the Board meeting, with the exception of presentations which are due by COB Tuesday the week of the meeting.

B. All agenda items require a *BOS Agenda Item Staff Report*. Staff Report and motion samples are available in the “Library/00-BOS Submissions” folder under “Procedures and Formats.”

C. Copy all files into the “Library/00-BOS Submissions” folder (if you do not have access to the county’s shared drive, email the materials to [clerk@fluvannacounty.org](mailto:clerk@fluvannacounty.org)).

D. Items can be in any file format (e.g., doc, docx, pdf, ppt, pptx, xls, xlsx)

E. NO paper copies of requested Agenda Items are required.

F. Name the submission files as follows:

<b>For Agenda Category:</b>	<b>Name Your File:</b>
06 Public Hearing	06-Short title of item similar to agenda
07 Action Matters	07-
07A Appointments	07A-
08 Presentations	08-
09 Consent Agenda	09-
10 Unfinished Business	10-
11 New Business	11-

**XVII. AGENDA PREPARATION**

A. The Clerk, under the direction of the County Administrator, shall prepare the agenda for meetings.

B. The County Administrator may at his discretion, and individual Board members may by request to the County Administrator, place matters of business on the Agenda according to the schedule in paragraph XVI.A above for discussion, information and/or action by the Board as are germane to the affairs and interests of the Board and county. However, this does not prevent the County Administrator or Board members, at their discretion, from having items included which are received after the regular cutoff date.

C. Any Constitutional Officer, department head, agency head, or citizen may also submit items for Agenda consideration provided such requests are received in advance according to the schedule in paragraph XVI.A above.

D. The County Administrator shall allocate time to items on the agenda to suit the convenience of the Board.

E. If the County Administrator considers a requested agenda item not appropriate for consideration by the Board, he shall inform the Chair for a decision. This does not prevent retaining the item on the agenda by majority consent of the Board.

F. The Chairman and County Administrator shall style routine, non-controversial matters requiring Board action on a Consent Agenda. Items may be removed from the Consent Agenda and placed on the Regular Agenda at the request of any Board member present. Only one motion is necessary to adopt all recommendations and action items on the Consent Agenda.

G. The Clerk for the Board shall submit the draft agenda to the Chair on the Wednesday in the week before a regularly scheduled meeting for the Chair’s review and approval. Agendas for special or other meetings may have the preparation and approval timeline modified to accommodate the available timeframe.

H. Issues for which actions will be required shall normally have all materials in the agenda package for advance study.

I. The Board agenda and related materials shall be received by each member of the Board and the County Attorney not later than the Friday before the scheduled regular meeting. The Clerk for the Board may request an adjustment to the delivery schedule due to special circumstances.

J. The Clerk shall prepare extra copies of the agenda and shall make the same available to the public and the press in the Office of the County Administrator, the Public Library, and on the County website. The Clerk shall also have at least one hard copy available at each regular meeting.

**XVIII. ORDER OF BUSINESS.** The Order of Business shall be as follows unless the County Administrator in drawing up the Agenda shall find good cause to change it:

1 – Call to Order
2 – Pledge of Allegiance and Moment of Silence
3 – Adoption of Meeting Agenda
4 – County Administrator’s Report
5 – Public Comments #1
6 – Public Hearing
7 – Action Matters
7A – Appointments
8 – Presentations
9 – Consent Agenda
10 – Unfinished Business

11 – New Business
12 – Public Comments #2
13 – Closed Meeting (as needed)
14 – Adjourn

## **XIX. CONDUCT OF BUSINESS**

A. Basic Principles: The following principles should be observed at all times in the transaction of public business before the Board.

1. Only one subject may claim the attention of the Board at one time.
2. Each item presented for consideration is entitled to full and free discussion.
3. Every member has rights equal to every other member except as to procedural matters within the competence of the Chair.
4. The will of the majority must be carried out, and the rights of the minority must be preserved.
5. The personality and desires of each member should be merged into the larger unit of the Fluvanna County Board of Supervisors.

B. The Board shall adopt an agenda for each meeting by recorded vote of a majority of the Board members present and voting. The adoption of the agenda shall be the first item for action following the Call to Order, Pledge of Allegiance, and Moment of Silence.

C. Items shall be heard in order of the agenda, except as the Board decides when adopting the agenda and that the Board may vote to call up any matter at any time.

D. Except as provided in subsection F. of this Section XX, the Board shall take no Action of Record on any matter that is not on the Meeting Agenda unless a modification to the Meeting Agenda is requested at the time of Approval of the Agenda. Modification of the Meeting Agenda requires a majority vote of Board members present and voting.

E. The Board shall consider all items on the agenda before taking any other items, unless an unlisted item is brought by majority consent of the Board members present and voting.

F. Items not on the agenda shall be heard as the final items of the Board's business, time permitting, or shall be carried over to the next regular meeting or a special meeting as determined by majority consent of the Board.

G. Exhibits before the Board shall become the property of the Board and shall be filed with the Clerk and shall be deemed a part of the record of the meeting at which submitted.

H. Citizens shall not speak at a meeting until they are recognized. Citizens shall request recognition by addressing “Mr. Chair” or “Madam Chair” (as appropriate), stating their name, their address, and awaiting acknowledgment by the Chair. The Chair may permit a dialogue without individual recognition between members of the Board or between a member and a citizen if such dialogue is orderly and contributes to the expeditious conduct of business.

I. Should it be desired by the Chair, any member, or by the County Administrator, the member making a resolution shall reduce the same to writing and deliver it to the County Administrator’s Office. The Clerk shall take down verbal resolutions as accurately as possible to reflect the intent of the Board.

J. Prior to initiating a public hearing, the Chair shall recount, either verbatim or by reference, the rules under which the hearing shall be operated, but the Board may amend the rules during the hearing by giving notice of the change to those gathered (e.g., a change to the time limitation for individual speakers).

K. At the beginning of the public hearing, the Chair shall call upon the County Administrator or the other staff member handling the matter at hand to present a description of the issue placed before the hearing, or the Chair may do so himself.

L. Subject to revocation or extension by the majority of the Board assembled, the Chair may in all matters establish a maximum time for consideration of any matter, and/or limit the amount of time available to each speaker, including Board members, on a matter and/or limit the number of times each speaker may address the Board on a matter. Regardless, every Board member is entitled to speak on every matter before the Board and the call for the question shall not be entertained until all members who wish to exercise this right shall have done so at least once.

M. All members or citizens shall limit their comments before and to the Board. The Chair may prohibit questions from citizens until a speaker has finished his presentation.

N. The Board of Supervisors has set forth the following rules for time limits for various agenda items or comments from the public, unless modified by majority consent of the Board:

1. Action Item presentations shall be limited to thirty (30) minutes.
2. Presentations shall be limited to ten (10) minutes.
3. Public Comments shall be limited to five (5) minutes per individual.

O. Once a notice for Public Hearing has been advertised (regardless of the nature), the Public Hearing will be conducted, unless the Board formally defers the matter to a future meeting. The postponement or cancellation of a public hearing shall be as follows:

1. Any public hearing scheduled for a Board of Supervisors meeting that has been publicly advertised shall not be postponed based on a request from a non-County government entity or person absent extreme mitigating circumstances. The Chair, with concurrence of the County Administrator, will determine when such circumstances exist. If mitigating circumstances exist, the petitioner will bear any cost incurred by the County in providing public notification of the change and for the cost of advertising the new date of the hearing.

2. The Chair, with the concurrence of the County Administrator, shall have the authority to postpone a public hearing based on the weather or other extraordinary circumstances.

3. In all cases, County staff will ensure all Board members are provided timely notification of schedule changes. Further, staff will ensure the public and general news media are notified of changes to schedules which have been announced in public. The public hearing shall be rescheduled, if appropriate, and advertised as required by law.

## **XX. MOTIONS**

A. Motions by Board members shall require a second.

Exceptions. The following do not require a second:

- To Raise a Question of Privilege
- Questions of Order
- Objection to the Consideration of a Question
- Call up Motion to Reconsider
- Nominations
- Leave to Withdraw a Motion
- Inquiries of any kind

B. Motions shall not be formally discussed prior to being duly seconded.

C. After a motion is properly made and seconded, the Chair shall restate the motion and open the floor to discussion.

D. The Chair shall routinely refrain from making or seconding motions in order to fairly and impartially preside over the Board deliberations and discussion. In any case, the Chair shall not make or second a motion without first temporarily surrendering the chair to the Vice Chair, if present and willing to temporarily accept the gavel, or to another member present and willing to temporarily accept the gavel. In such event, he should not resume the chair until the motion is decided.

E. A maker of a motion may not speak against his motion.

F. The Chair shall call for and cause the vote to be recorded after the motion is properly made before the Board, has been seconded, and has been duly discussed. Any member believing a motion has been duly discussed may move or call for the previous question. Such motion shall not be debatable. However, if any member objects, the Chair shall call for a vote on the motion calling for the previous question. If that motion carries, the Chair shall proceed to call for the vote on the motion before the Board. If the motion calling for the previous question is defeated, the debate on the main motion shall continue.

G. A substitute motion may be made by any member to any motion properly on the floor. Once seconded, the substitute motion shall take precedence and all debate or action on the existing motion shall cease until the substitute motion is decided. Debate on a substitute motion is permissible. If the substitute motion is passed by a majority vote of the members then present and voting, the original motion is supplanted by the substitute motion. A second substitute motion can be made only after the first substitute motion is decided by vote of the Board.

H. When a motion is made and then cannot obtain a second, the motion will die for lack of a second and does not require a vote. However, in the event that a motion which is not seconded is nevertheless voted on by the Board and passes by a majority of the members present and voting, the failure of a second shall not invalidate the adoption of such motion.

#### I. Defeated Motions

1. Same Meeting: A defeated motion can be brought back for consideration at the same meeting if the members present agree to do so by a majority vote. Only a member who voted on the prevailing side may make the motion to reconsider the issue. The rule restricting renewal of a motion in the same session does not apply to a motion that died for lack of a second.

2. Subsequent Meeting: Except as otherwise provided by law, a defeated motion that is still applicable can be re-introduced at a subsequent meeting as new business (under the normal process for new business).

### **XXI. VOTING**

A. All Actions of Record must be approved by vote unless there is unanimous consent.

B. When the question is called and there is no dispute, the Chair shall call for the vote.

C. Whenever any member wishes to abstain from voting on any question, he shall so state and, if because of a conflict, shall indicate in accordance with the Virginia Conflict of Interests Act, Virginia Code § 2.2-3100 et seq., and his abstention shall be announced by the Chair and recorded by the Clerk.

D. The Chair's vote on all issues before the Board shall be recorded with the prevailing side, unless the Chair clearly votes otherwise.

E. The Clerk shall record the name of each member voting and how he voted.

F. A tie vote fails. The Board does not designate a tiebreaker pursuant to § 15.2-1421 of the Virginia Code.

G. Except as otherwise provided by law, motions shall be carried by a majority of the members present and voting in the affirmative (§15.2-1420), except that a majority affirmative vote of all members shall be required for any appropriation exceeding \$500.00, the imposition of taxes, and the authorization for borrowing money (§15.2-1428).

**XXII. RECORDING OF MEETINGS.** The Clerk for the Board shall record each regular meeting. These recordings are the property of the Fluvanna County Board of Supervisors and are public records as provided by the Virginia Freedom of Information Act. Interested persons may listen to the recordings on the County website or in the County Administrator's office, or may obtain copies of the recording by making appropriate arrangements with the County Administrator's office. Costs will be borne by the person making the request. The original recordings shall not be borrowed or removed from the County Office Building, except under the specific prior authorization of the County Administrator.

**XXIII. ORDERLY CONDUCT**

A. It shall be the duty of the Chair to maintain order and decorum at meetings. The Chair, when presiding at a meeting of the Board, without vacating the chair, shall refer any point of order to the Parliamentarian.

B. In maintaining decorum and propriety of conduct, the Chair shall not be challenged and no debate shall be allowed until after the Chair 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 to discuss the matter by majority vote of the Board members present and voting.

C. 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.

D. When a person engages in such breaches, the Chair may order the person's removal from the building, or may order the person to stand silent, may order the person removed from the County property, and may, at his discretion, bring formal charges for disruption of a public meeting.

**XXIV. AD HOC COMMITTEES.** Ad hoc committees will be appointed by the Chair as needed. Constitutional Officers may be appointed to committees.

**XXV. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES (BCC)**

A. The Board may appoint such advisory boards, committees and commissions as it may deem necessary pursuant to Code Section 15.2-1411.

B. Information on all nominees for such appointments, whether to represent the County as a whole or a particular election district, shall be included in the Board package for the meeting at which the appointment will be considered. It shall be the policy of the Board as a whole to scrutinize and agree upon all appointees to represent the County in any capacity.

C. Appointments shall generally not be made more than 45 days prior to the commencement of a term for which the appointment is made.

**XXVI. OFFICIAL BOARD TRAVEL AND EXPENSE REIMBURSEMENT**

A. A Board member may travel officially in-state at the Board member's discretion. In-state travel shall include travel to Washington, D.C.

B. A Board member shall obtain advance Board approval for official out-of-state travel.

C. Supervisors are not eligible for mileage reimbursement for regularly scheduled BOS meetings (held generally on the 1st and 3rd Wednesdays).

D. Supervisors are eligible for mileage reimbursement for travel to and from:

1. BOS special meetings and work sessions not scheduled in conjunction with a regular meeting. Examples include periodic strategic planning meetings, budget meetings or other work sessions on different days from regular meetings, meetings with staff, etc.

2. Town hall meetings, community events, Chamber events, local area functions, etc., in support of their role as a County Supervisor.

3. Board, commission, and committee meetings when assigned as a part of their service as a County Supervisor (excluding Planning Commission and Social Services Board).

E. Supervisors may also be eligible for mileage reimbursement as private citizens for travel to and from various board, commission, and committee (BCC) meetings when assigned by the Board of Supervisors to such BCC roles.

F. Supervisors may complete and submit reimbursement claims following the procedures outlined in Policy 2.19, Travel and Expense Reimbursement.



**XXVII. APPROVAL OF CERTAIN CHECKS, AUTHORIZATION TO SIGN WITH STAMP**

A. The Chair, Vice Chair, County Administrator, and Treasurer are hereby authorized to sign and issue checks without prior approval of the Board for the following purposes: end of the month salaries, end of the month contracted personal services, utility payments, and other payments deemed appropriate and necessary by the Chair, County Administrator, and Treasurer; such actions to be reviewed and ratified at the next appropriate meeting of the Board.

B. The Chair of the Board of Supervisors, and in his absence, the Vice Chair, are authorized to substitute his facsimile signature provided he/she signs a certified list of individual checks for which his facsimile signature is authorized; also the signature plates are in the sole possession of the Treasurer.



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

**TAB F**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Appointment of Board of Supervisor Members to Boards, Commissions and Committees				
<b>MOTION(s):</b>	<b>I move to make the following Supervisor appointments to various boards and commissions for terms effective January 1, 2022, through December 31, 2023:</b> _____.				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					<b>XX</b>
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board of Supervisors				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	The terms will be effective January 1, 2022 and expire on December 31, 2023, unless otherwise changed.				
<b>DISCUSSION:</b>	Every two years in even years, the Board determines Board member assignments on various Boards, Commissions and Committees.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Upcoming and current appointments				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



**Fluvanna County BOS Board, Commission, and Committee Assignments**

Board	2022-23 Member	Frequency	Day	Time	Location	2020-21 Member	2018-19 Member	2016-17 Member	2014-15 Member	2012-13 Member
Agricultural/Forestal Advisory Committee		As Needed	TBD	TBD	TBD	Weaver	Weaver	Weaver	Weaver	Weaver
Audit Committee		As Needed	TBD	TBD	TBD	Weaver	Weaver	Weaver	Weaver	Weaver
Central Virginia Regional Jail Authority		Monthly	2nd Thursday	6:00pm	Central Virginia Regional Jail, Orange Co.	Weaver	Weaver	Weaver		
Community Policy Management Team (CPMT)		Monthly	4th Thursday	9:30 AM	Morris Room, County Admin Bldg	Booker	Booker	Booker	Booker	Booker
EDTAC		Monthly	2nd Monday	6:00pm	Morris Room, County Admin Bldg	Eager				
Emergency Services Director (Chair or COAD - § 44-146.19)		As Needed	N/A	N/A	N/A	County Administrator	County Administrator	County Administrator	Booker	Kenney
Finance Board (Chair)		Monthly (As Needed)	1st Tuesday	2:00 PM	Morris Room, County Admin Bldg	Sheridan	Sheridan	Sheridan	Booker	N/A
Fluvanna Partnership for Aging Committee (Discretionary)		Odd Months	4th Monday	4:00 PM	Morris Room, County Admin Bldg	Booker	Booker	Booker	N/A	N/A
Fork Union Sanitary District Advisory Committee		Odd Months	Last Tuesday	7:00 PM	FUSD Office, 15704 W. River Road, Fork Union	Booker	Booker	Booker	Booker	Booker
Parks & Recreation Advisory Board		Odd Months	2nd Tuesday	4:30 PM	Morris Room, County Admin Bldg	O'Brien	O'Brien	Sheridan/Booker	Sheridan	Booker
Piedmont Workforce Network Council		Quarterly (Mar, Jun, Sep, Dec)	Days Vary	1:00 PM	UVA Research Park	O'Brien	O'Brien	O'Brien	O'Brien	Kenney
Planning Commission		Monthly	1st Tuesday before 2nd Wed	7:00 PM 6:00 PM WS	Carysbrook Performing Arts Center	Eager	Eager	O'Brien	O'Brien	Chesser
Rivanna River Basin Commission (RRBC) - Mbr #1		Generally Monthly	2nd Monday	12:00 PM	TJPD, Water Street Center, C'ville	Booker	Booker	Booker	Ullenbruch	Ullenbruch
Rivanna River Basin Commission (RRBC) - Mbr #2		Generally Monthly	2nd Monday	12:00 PM	TJPD, Water Street Center, C'ville	O'Brien	O'Brien	Eager	Booker	Chesser
Social Services Board		Monthly	4th Monday	3:00 PM	DSS Boardroom, Carysbrook	Eager	Eager	Eager	Ullenbruch	Booker
Thomas Jefferson Planning District Commission (TJPD)		Monthly	1st Thursday	7:00 PM	TJPD, Water Street Center, C'ville	O'Brien	O'Brien	O'Brien	O'Brien	Chesser
Virginia Association of Counties (VACo) Legislative Contact (Chair)		As Needed	N/A	N/A	N/A	Sheridan	Sheridan	Sheridan	Booker	Kenney
Youth Advisory Council (YAC)	N/A	Monthly	1st Monday	7:00 PM	Fluvanna County Library	Booker	Booker	Booker	Booker	Booker



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

**TAB G**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Tyler Technologies, Inc. Merchant Services Contract				
<b>MOTION(s):</b>	<p><b><u>Motion #1:</u></b> I move the Board of Supervisors approve a budget transfer of \$1,368 from the FY22 BOS contingency budget to the FY22 Information Technology budget to implement Merchant Card Services.</p> <p><b><u>Motion #2:</u></b> I move the Board of Supervisors approve the 3rd Amendment between Fluvanna County and Tyler Technologies for the addition of Merchant Card Services, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>	E2	
	x				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>X</b>			
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<ul style="list-style-type: none"> <li>The County has been working toward credit card acceptance for quite some time. Unfortunately the routes taken previously did not interface with the County's financial system and caused a great deal of additional work and processing problems.</li> <li>In September of 2021, an RFP was issued with specific requirements that the new process integrates seamlessly with the County's existing system; Tyler's Munis, Energov, and Cashiering. While we received 5 proposals and interviewed 2, the only truly seamless integration, without the need of including a third party, was with Tyler themselves. Tyler has only recently started offering this service, so it had not been available to us in the past.</li> <li>The County would like to set up terminals at all four public stations at the Treasurer's office as well as one in the Building Department and one in the Planning and Zoning Department. These two offices do collect funds from citizens and having that option in those locations will make them a one stop shop for citizens doing business with them. There is also the possibility to extend the number of terminals in the future if additional departments discover the need for the service.</li> <li>This proposed solution will bill convenience and service fees directly to the cardholder, not to the county.</li> </ul>				

	<ul style="list-style-type: none"> <li>○ Utility bills per transaction: \$2.95</li> <li>○ Other county fees per transaction: 2.95% (\$2.50 minimum)</li> <li>○ ECheck per transaction:\$1.25</li> <li>● Using credit cards and echecks will also be available to citizens online once Citizen Self Service is implemented. They will be able to see and pay tax bills online as well as apply and pay for billing permits and any other county payments they need to access.</li> <li>● There is a small cost to the county annually. <ul style="list-style-type: none"> <li>○ The first fee is for the cost of renting the terminals. The county did decide on renting rather than purchasing to avoid the costs and hassle of maintenance and replacements for the devices.</li> <li>○ Also, there is a PCI Service Fee. PCI DSS (Payment Card Industry Data Security Standards Counsel) is an organization created and controlled by the major U.S. card networks and is responsible for overseeing and enacting data security policies regarding the card processing industry. All merchants are required to participate in this to ensure security standards are met.</li> <li>○ For the 6 terminals the county will be paying \$2,736 annually (\$456 per device).</li> </ul> </li> </ul>										
<b>FISCAL IMPACT:</b>	For FY22, a pro rata cost of \$1,368 will be required to implement Merchant Card Services. This request will reduce the BOS Contingency budget by \$1,368 and increase the IT budget by \$1,368. The \$2,736 annual cost will be a new ongoing expenditure, which will be budgeted for in FY23.										
<b>POLICY IMPACT:</b>	N/A										
<b>LEGISLATIVE HISTORY:</b>	N/A										
<b>ENCLOSURES:</b>	Tyler Technologies, Inc. 3 <sup>rd</sup> Amendment To Software As A Service Agreement										
<b>REVIEWS COMPLETED:</b>	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Legal</td> <td>Finance</td> <td>Purchasing</td> <td>HR</td> <td>Other</td> </tr> <tr> <td><b>X</b></td> <td><b>X</b></td> <td><b>X</b></td> <td></td> <td><b>X</b></td> </tr> </table>	Legal	Finance	Purchasing	HR	Other	<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>
	Legal	Finance	Purchasing	HR	Other						
<b>X</b>	<b>X</b>	<b>X</b>		<b>X</b>							



**3<sup>RD</sup> AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT TO EXTEND TERM AND ADD MERCHANT CARD SERVICES AND CARD PAYMENTS SYSTEMS AS AN ADDITIONAL SERVICE**

This 3<sup>rd</sup> Amendment (“3<sup>rd</sup> Amendment”) to Software as a Service Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 (“Tyler” or “Contractor”) and Fluvanna County, a political subdivision of the Commonwealth of Virginia, with offices at 132 Main Street, Palmyra, Virginia 22963 (“Client” or “County”). The County and the Contractor are referred to herein as the “Parties”, or each as a “Party”.

**WHEREAS**, Tyler and the County are parties to an agreement dated June 9, 2010 (the “Original Agreement”), heretofore amended by the Addendum and Amendment dated May 22, 2014 (the “1<sup>st</sup> Amendment”) and that Addendum and Amendment dated December 21, 2016 (the “2<sup>nd</sup> Amendment”) (collectively the Original Agreement, as amended the 1<sup>st</sup> Amendment, 2<sup>nd</sup> Amendment and this 3<sup>rd</sup> Amendment is referred to herein as the “Agreement”);

**WHEREAS**, the per the 2<sup>nd</sup> Amendment County and Tyler added certain hosting services and extended the term of the Agreement through July 1, 2020;

**WHEREAS**, the Parties agree that the Agreement was renewed and extended through July 1, 2022, and wish to further extend the Term of the Agreement and make other modifications to the Agreement as specifically set forth herein;

**WHEREAS**, the County issued that RFP (as defined below) requesting proposals for certain Merchant Services and Card Payment Systems for the Online Payment System Project and related services, labor, assistance, and equipment as more specifically set forth in the RFP (together with all necessary and related services, software, hardware, maintenance, warranties, equipment, labor, customer service, work and items, referred to as the “Additional Services”);

**WHEREAS**, Tyler wishes to provide such Additional Services and submitted a Proposal (as defined below) in response to the Proposal and further Tyler agreed to certain revised pricing as set forth in that Sale Quotation (the “Quote”) expiring May 21, 2022, attached hereto as **Exhibit 3** and incorporated herein by reference as a material part hereof; and

**WHEREAS**, the Parties wish to modify and amend the Agreement as laid out herein and further wish to formalize their agreement in writing with this 3<sup>rd</sup> Amendment;

**THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

**1. PURPOSE:** The County wishes to renew the Term of the Agreement for existing services and Tyler wishes to continue providing the existing services for the renewal as more specifically set forth in Section 4 below. The County also wishes for Tyler to perform certain Additional Services as described in the RFP (defined in Section 2 below), the Proposal (defined in Section 2 below) and this 3<sup>rd</sup> Amendment and the exhibits hereto, and Tyler wishes to also provide such Additional Services. The Parties are entering into this 3<sup>rd</sup> Amendment: (i) to add the Additional Services and set forth certain specific provisions related thereto; and (ii) to modify certain provisions of the Agreement as specifically set forth in this 3<sup>rd</sup> Amendment, including without limitation, extending the Term of the Agreement.

**2. RFP AND PROPOSAL:** On September 16, 2021, the County issued Request for Proposals #2022-01, Merchant Services – Card Payment System, as amended and supplemented by that Addendum #1 dated September 28, 2021, (collectively as amended and with all exhibits, plans, specifications and attachments, the “RFP”) for the furnishing, delivery, installation, and implementation of a merchant services payment system for County Fees (the “Online Payment System Project”) as more specifically set out in such RFP attached hereto as **Exhibit 1** and incorporated herein by reference as a material part of this 3<sup>rd</sup> Amendment. All the provisions and requirements of the RFP are incorporated herein by reference as

material parts of this 3<sup>rd</sup> Amendment. All of the defined terms within the RFP have the same meaning when used in this 3<sup>rd</sup> Amendment unless the context requires otherwise.

On October 14, 2021, Tyler submitted its proposal in response to the RFP, (the proposal as modified by the Quote is referred to herein as the “Proposal”) which Proposal is attached hereto as **Exhibit 2, amended by Exhibit 3**, both incorporated herein by reference as a material parts of this 3<sup>rd</sup> Amendment **Pages 11 through 17 of the Proposal (starting with that page entitled “Attachment A” through and including that page entitled “Payer Electronic Payment Costs”) are deleted and replaced in their entirety with the Quote.**

Notwithstanding anything to the contrary contained in its Proposal, Tyler understands and acknowledges that this 3<sup>rd</sup> Amendment and all exhibits hereto, are NOT proprietary or confidential information. The 3<sup>rd</sup> Amendment, including all exhibits and attachments thereto, the Agreement, as amended, and all exhibits and attachments thereto are not confidential; and are each subject to the Virginia Freedom of Information Act and will be disclosed by the County in part or in their entirety from time to time in the County’s sole discretion.

3. **ADDITIONAL SERVICES:** The Additional Services are hereby added to the Agreement subject to the terms and conditions of the existing Agreement, as amended; however, the Additional Services shall also meet or exceed all requirements and provisions of this 3<sup>rd</sup> Amendment, the RFP, the Proposal and **Attachment 1** hereto. Attachment 1 is attached hereto and incorporated herein as a material part of this 3<sup>rd</sup> Amendment; and where the requirements of Attachment 1 conflict with any requirement of the Agreement, the requirements of Attachment 1 shall control for the Additional Services or for any services or equipment related to the Additional Services. The Additional Services include without limitation the County leasing six (6) Lane 5000 credit card devices with EMZ, P2PE and associated PCI Services and maintenance from Tyler. Such Additional Services will be supported, updated and maintained by Tyler in accordance with the terms of this 3<sup>rd</sup> Amendment. Tyler agrees to the terms of the Business Associate, Confidentiality and Non-Disclosure Agreement (the “BAA”) attached hereto as **Exhibit 4** and incorporated herein by reference as a material part hereof.

4. **TERM:** Tyler shall continue to provide all those services, hosting, software, and other labor, assistance, support, and other items pursuant to the terms of the Agreement for the Term as amended hereby. The Term of the Agreement, as previously amended, shall be extended until July 1, 2022.; and shall be subject to annual renewals at the County’s option for ten (10) additional renewal years through a final annual renewal term ending at 11:59:59 p.m. EST on June 30, 2032. “Term” as used herein includes the term of this Agreement, as amended, with all renewals. Such renewals shall be automatic unless the County notifies Tyler prior to the annual renewal of its intention not to renew for that renewal year. The County may elect not to renew all or any portion of the services. If any portion of the service is not renewed, then the fee for that service shall no longer be charged by Tyler to the County and the County shall have no obligations to pay for any fees related to such services not renewed. See also the provisions of the Agreement and exhibits thereto related to termination by the County which are also applicable to this 3<sup>rd</sup> Amendment; and in addition, the County may terminate the Agreement for convenience upon 90 days’ notice to Tyler at any time.

a. As set forth in that 2<sup>nd</sup> Amendment, the fee for those existing services of any kind under the Agreement during the Term:

i. **ONE HUNDRED TWENTY-FIVE THOUSAND NINETY-EIGHT and No/100 Dollars (\$125,098.00) annually**, to be paid in quarterly installments within 45 days of invoice as more specifically described in the Agreement, and such annual fee shall apply through the Term as extended or renewed hereunder. All prior payments made by the County shall be applied as applicable and appropriate by Tyler.; AND

ii. *Hosting Fees.* Hosting fees (as defined in the 2<sup>nd</sup> Amendment and referred to as SaaS Fees in the Munis Investment Summary of Exhibit A attached to the 2<sup>nd</sup> Amendment) being **ONE THOUSAND FIVE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$1,584.00) annually** per the 2<sup>nd</sup> Amendment were to be prorated in order to align with the County’s existing quarterly payment cycle and billed in quarterly installments thereafter in accordance with the terms of the Agreement as amended. Hosting fees for the Additional Munis Software shall remain at \$1,584.00 annually through the end of the Term.

b. The Term for the Additional Services shall begin on the Additional Services Set-up Completion Date (as defined in Attachment 1) and shall continue through the Term, unless sooner terminated. The fees for the Additional Services are **TWO THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$2,736.00) annually**, billed quarterly, and prorated as necessary in order to align with the County’s existing quarterly payment cycle as more specifically set forth in Attachment 1. Additional Service fees shall remain at \$2,736.00 annually through the end of the Term.

- 5. AGREEMENT MODIFICATIONS:** The Original Agreement, is further modified as follows:
- a. That Exhibit 2, Service Level Agreement, is replaced in its entirety with that form Exhibit 2, Service Level Agreement, being pages 182-183 of the Proposal;
  - b. The County’s General Terms, Conditions and Instructions to Bidders and Contractors which were modified based on Tyler requests and attached as Exhibit 6 to the Original Agreement, apply to the Agreement and this 3<sup>rd</sup> Amendment, and control, subject to the following additional clarifications and modifications:
    - i. As previously modified by the 2<sup>nd</sup> Amendment, Sections 4 through 20, 23 through 28, 30 through 33, 37, 50, and 67 through 76, are not “Intentionally Omitted” and are replaced by Sections 4 through 20, 23 through 28, 30 through 33, 37,50, and 67 through 76, respectively, of the County’s General Terms, Conditions and Instructions to Bidders and Contractors attached to the 2<sup>nd</sup> Amendment as Exhibit D.
    - ii. Sections 1 through 3, 21, 22, 29, 34 through 36, 38 through 49, 51 through 66, of the County’s General Terms, Conditions and Instructions to Bidders and Contractors which were modified based on Tyler requests and attached as Exhibit 6 to the Original Agreement are applicable and control.
  - c. The Parties agree that pursuant to page 157 of its Proposal, Tyler’s preference was to “add the proposed software and services to that agreement [the Agreement], specifying applicable terms and pricing. Tyler also included its standard contract as an alternative. Such standard form contract begins on page 161 of the proposal and continues through page 193 of the Proposal (the “Standard Form Contract”). Except for the specific replacement of the Service Level Agreement set forth in 5(a) supra, and as specifically modified by this 3<sup>rd</sup> Amendment, the Agreement controls and the Parties agree that the Standard Form Contract included in the Proposal does not control and was for illustration only.

**6. OTHER TERMS:** The County is a tax-exempt entity, and (a) tax-exempt certificate will be provided upon request. Whenever possible the terms of this 3<sup>rd</sup> Amendment, Attachment 1, the BAA, the Agreement, the RFP, the Quote and the Proposal shall be read together). However, if the terms of this 3<sup>rd</sup> Amendment, and any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the 3<sup>rd</sup> Amendment; (2) Attachment 1; (3) the BAA; (4) the Agreement; (5) the RFP; (6) the Quote; and (7) the Proposal. The headings of the sections of this 3<sup>rd</sup> Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number 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 may extend and be applied to one person or thing, as well as to several persons or things. This Agreement may be executed in duplicate originals, any of which shall be equally authentic. Except as specifically modified hereby, this 3<sup>rd</sup> Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Fluvanna County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney

**Attachment 1****Agreement Provisions Specifically Applicable to the Additional Services**

In providing the Additional Services the Contractor and County agree to the following:

1. All words defined in the 3<sup>rd</sup> Amendment shall have the same meaning when used herein. As used herein, the words below shall be defined as follows when used herein:
  - a. "Authorized Users" means County's employees or contractors designated by County to access and use the Services.
  - b. "Cardholder" means the individual in whose name a Payment Device has been issued and any authorized user of such Payment Device.
  - c. "Cardholder Data" has the meaning stated in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.
  - d. "Chargeback" means a Transaction disputed by a Cardholder or Issuer under the Payment Network Regulations.
  - e. "Credit Card" means a card or device bearing the symbol of any Credit Card Association and associated with a revolving line of credit that can be used to purchase from County or to pay an amount due to County.
  - f. "Credit Card Associations" means (i) Visa (Visa U.S.A., Inc.); (ii) MasterCard (MasterCard International Incorporated); (iii) Discover Network; and (iv) any other organization or association that hereafter contracts with Contractor (and is approved by the County) to authorize, capture, and settle Transactions effected with Credit Cards issued or sponsored by such organization or association, and any successor organization or association to any of the foregoing.
  - g. "Customer" means a client of County who elects to conduct a payment Transaction with County through presentation of a Payment Device (including a Cardholder).
  - h. "Data Breach" means unauthorized access to, use, disclosure or exfiltration of any Cardholder Data or Transaction Information in connection with this Agreement. "Data Breach" includes without limitation a data breach that (i) originated within data operating systems controlled by Contractor, or (ii) occurred due to a breach of the Agreement by Contractor.
  - i. "Debit Card" means a card or device bearing the symbols of one or more EFT Networks or Credit Card Associations, which may be used to purchase goods and services from County or to pay an amount due to County by an electronic debit to the Cardholder's designated deposit account.
  - j. "Discover Network" means the payment network operated and maintained by DFS Services LLC.
  - k. "EFT Networks" means any organization or association that is currently or hereafter authorizes Contractor to authorize, capture, and settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.
  - l. "Issuer" means the institution that issued the Credit Card/Debit Card to the Cardholder.
  - m. "Laws" means all applicable local, state, and federal statutes, regulations, ordinances, rules, and other binding law in effect from time to time.
  - n. "Data Breach Losses" means (i) any fine, penalty, assessment, or charge levied by any Payment Network or regulatory authority against County, due to a Data Breach; (ii) amounts paid by County to third parties to reimburse them for their direct losses resulting from or attributable to a Data Breach, and (iii) the costs to the County of dealing with a Data Breach including without limitation the costs to provide one year of credit monitoring to Cardholders affected by a Data Breach involving unauthorized access to unencrypted full primary account numbers or social security numbers.
  - o. "Payment Device" means any device or method used for the purpose of obtaining credit or debiting a designated account including without limitation a Credit Card, Debit Card, and any other financial transaction device or method.

- p. "Payment Network" means any Credit Card Association, EFT Network, ECS (electronic cash system) Association or automated clearing house ("ACH") association, governmental agency or authority, and any other entity or association that issues or sponsors a Payment Device or PayPal Payment Device or operates a network on which a Payment Device is processed.
- q. "Payment Network Regulations" means the rules, operating regulations, guidelines, specifications and related or similar requirements of any Payment Network.
- r. "PCI-DSS" means the Payment Card Industry Data Security Standards.
- s. "POS Device" means a terminal, software or other point-of-sale device at the County.
- t. "Security Programs" means the PCI-DSS, including the Cardholder Information Security Program of Visa, the Site Data Protection Program of MasterCard, the Data Security DISC Program and the PCI-DSS regulations of Discover Network, and the security programs of any other Payment Network, and any modifications to, or replacements of, such programs that may occur from time to time.
- u. "Transaction" means any action between County and a Cardholder or Payment Network that results in transmission of Cardholder Data or Transaction Information (i.e., payment, purchase, refund, return, chargeback, authorization request, settlement submission, transaction inquiry, etc.).
- v. "Transaction Information" means any data or information related to a Transaction, including without limitation, payment processing-related transactional information that may be collected or stored by Contractor, including the price paid, date, time, approval, unique transaction number, County location identifier, and Customer bank information related to a Transaction.
- w. "Transaction Receipt" means the paper or electronic record evidencing a Transaction, or payment to, the County by a Cardholder using a Payment Device.
- x. "Updates" means all updates, revisions, patches, fixes, new releases, and other improvements to any Services provided to County under the Agreement.

2. **ADDITIONAL SERVICES:** During the **Term** the Contractor agrees to provide all of the Additional Services and materials described in 3<sup>rd</sup> Amendment, including, but not limited to: (i) all those services described in Article 3 "Scope of Services" of the RFP and all subparts thereof; and (ii) all those services described in the Proposal. In providing the Additional Services, the Contractor must comply with and shall meet or exceed all the provisions and requirements of this Attachment 1, the 3<sup>rd</sup> Amendment, the Agreement, the RFP, the Proposal, and the BAA. If any provisions conflict with the specific terms of this Attachment 1, then this Attachment 1 shall control. All Additional Services shall be performed in a good and workmanlike manner and so as to pass without exception in the industry.

3. **SCHEDULE:** In addition to any other services being a part of the Additional Services, within \_\_\_\_ days (not to exceed 120 days) of execution of the 3<sup>rd</sup> Amendment, the Consultant agrees it will: (i) deliver and install all card readers at the County (as required by the , in locations and at times as directed by the County, consistent with the RFP, Proposal and Quote) and (ii) train the appropriate personnel at the County on use of the card readers so installed. The required roll out schedule for the Services and Go-Live date is set forth below, Contractor agrees time is of the essence.

Day 1- 30: Project Initiation and Scoping

Day 31 – 60: Terminal installs, Tyler coordination and configuring test, train and live environments

Days 61-90: Train staff, document processes, Test transactions

Day 91-120: Contingency time or Go-Live dependent on previous phases

During the Term, the County may request additional card readers at any time and the Consultant agrees to provide the same, including installation, training and support.

4. **COMPENSATION:** No fees, payments, costs, reimbursements or any amounts of any kind whatsoever for any reason shall be due or owing from the County to the Contractor relating to the Additional Services as Customers pay those electronic payment costs as specifically set forth in the Quote. Notwithstanding the foregoing, the County shall pay to Tyler annually for the leasing of six (6) of the Lane 5000 Credit Card Devices and associated PCI Service Fee related to the Additional Services an amount of **TWO THOUSAND**

**SEVEN HUNDRED THIRTY SIX AND NO/100 (\$2,736.00) annually which shall be invoiced quarterly and prorated in order to align with the County's existing quarterly payment cycle under the Agreement.**

Note - The cost per device is \$456.00 as set out on page 3 of the Quote. The initial invoice for the Additional Services shall be billed and invoiced for that prorated portion of the quarter for that prorated period begin on the Additional Services Set-up Completion Date through the end of that same quarter; and in quarterly installments thereafter in the amount of \$684.00 in accordance with the terms of the Agreement as amended. Such annual fee shall be consistent throughout the Term. The Quote, including the payer electronic payment costs, may not be modified except by written Amendment to the Agreement signed by the Parties. The Contractor shall provide all labor, materials, administrative tasks, shipping, equipment, items, materials, supervision, training, support or other work or things of any kind relating to the Additional Services at its sole cost and expense and in no event shall the County be liable for any amounts to the Contractor not specifically set forth herein. The County and Contractor agree that for the payments made by Cardholders using the Online Payment System, the Contractor may charge directly to the Cardholder only those costs specifically set forth on page 3 of the Quote. All proper invoices shall be paid in accordance with the terms of the Agreement. Notwithstanding the foregoing, no fees or costs of any kind may be charged or invoiced until after the Go-Live date for all aspects of the payment processing and delivery systems including without limitation the delivery of the POS devices, implementation of the POS devices, implementation of all payment processing systems, websites and equipment being a part of the Additional Services, training of County staff as required by the County is complete and Customers are able to make payments in all formats required by the terms of the Agreement, Proposal, the RFP, this Attachment 1, and the 3<sup>rd</sup> Amendment (the "Additional Services Set-up Completion Date"). No early termination fees of any kind may be charged by Contractor. **Consistent with the costs set out in the Quote, the Contractor will invoice the County separately each month for any Chargebacks and e-check rejects.**

5. **ACCOUNT CLOSING:** (a) The County acknowledges that closing County's account(s) with Contractor may take up to thirty (30) days following termination; (b) All obligations of a party be invoiced following termination to cover all Chargebacks and returns, and any applicable adjustments, or PN Fees and other amounts due under the Agreement for 90 days after termination; and (c) At the County's request, Contractor will provide County with up to 60 days of assistance in transitioning Services provided under the Agreement to County or a provider designated by County, beginning on the termination date of the Services (or such earlier date following notice of termination as requested by the County) (the "Transition Period") and will be at no additional cost to County. Each Party will fully comply with all provisions of the Agreement during any Transition Period.

6. **AUTHORIZED USE:** County will be responsible for the distribution of all passwords and user IDs issued to any Authorized User and for maintaining the confidentiality and security of Authorized User's passwords and user IDs.

7. **COMPLIANCE WITH LAWS AND PAYMENT NETWORK REGULATIONS:** Contractor and County will comply with all Laws and Payment Network Regulations applicable to the Additional Services .

8. **CONFIDENTIAL INFORMATION AND SECURITY:** In addition to any requirements under Law or the BAA, Contractor and County will each comply with the applicable requirements of the Security Programs. The Contractor will maintain adequate security and safeguards of all of its systems including specifically the Services provided to the County. County may review Contractor's current compliance status on the Payment Network websites as available. Contractor will undergo an annual assessment of its compliance with the Security Programs and, if applicable to the Additional Services provided under the 3<sup>rd</sup> Amendment, the Payment Application Data Security Standards. At County's written request, Contractor will provide to County a written attestation of Contractor's compliance with the security requirements.

9. **DATA BREACH:** If Contractor suffers a Data Breach, then it will follow all Laws and Payment Network Regulations with respect to such Contractor Data Breach including providing the required reporting and forensic audits to the Payment Networks. Contractor will not pass-through or allow the County to be liable for any fees, fines, penalties, assessments, or charges or any kind levied against Contractor or the County by the Payment Networks in connection with a Data Breach. If required or directed under Law, the Payment Network Regulations, or a Payment Network, Contractor will (i) contact or inform any Customer of whose data may have been the subject of a Data Breach of the occurrence of a Data Breach, or (ii) publicly disclose that information provided by County to Contractor was the subject in any part of a Data Breach. If Contractor is legally obligated or the Payment Network Regulations or Payment Networks require Contractor to contact Customers as part of a

Data Breach, Contractor will limit the notices to such Customers to those required by Law, the Payment Network Regulations, or the Payment Networks, or as approved by County. Contractor will indemnify and hold harmless the County against any Data Breach Losses of any kind.

10. **CARDHOLDER DATA AND TRANSACTION INFORMATION:** Contractor will ensure the security of Cardholder Data and Transaction Information in accordance with all Laws and Payment Network Regulations. Contractor will retain Cardholder Data and Transaction Information for only the duration required by Laws and the Payment Network Regulations and thereafter will destroy, in a manner that will render the information unreadable, all such information that is no longer necessary or appropriate to maintain for ordinary business purposes. Any Cardholder Data, Transaction Information, and information regarding the County, its officers, board members, employees, or agents that Contractor obtains in connection with the Agreement may be used only (a) to provide the Services and related functions to County, (b) for administrative purposes and to maintain County's account pursuant to the 3<sup>rd</sup> Amendment, and (c) for Contractor's internal fraud and compliance monitoring. Contractor will maintain adequate Internal Controls. Contractor will engage independent, qualified, external auditors to assess the internal controls and information security measures in place related to the Services ("Internal Controls Assessment"). The Internal Controls Assessment will conform with Laws, applicable Payment Network Regulations and industry standards, including generally accepted auditing standards. The frequency of the Internal Controls Assessment will be consistent with best industry standards. Upon County's written request, Contractor will provide a copy of its most recent audit report.

**EXHIBITS:**

Exhibit 1- RFP

Exhibit 2 – Proposal

Exhibit 3 – Quote

Exhibit 4 – Business Associate Agreement (to be executed by Parties)





**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2022-01**  
**Merchant Services - Card Payment System**

**Issue Date: September 16, 2021**

**Due Date: October 14, 2021 at 2 p.m. EST**

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

[ctoler@fluvannaCounty.org](mailto:ctoler@fluvannaCounty.org)

Issuing Department:  
 County of Fluvanna  
 Linda Lenherr, Treasurer  
 34 Palmyra Way  
 Palmyra, VA 22963  
 Ph: (434) 591-1945  
 Email:  
[lleherr@fluvannaCounty.org](mailto:lleherr@fluvannaCounty.org)

**All sealed proposals shall be turned in no later than October 14, 2021 2:00 p.m. EST. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened.** Any Proposals sent in via facsimile, telephone, or email shall not be considered.

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

## **1. PURPOSE**

The Fluvanna County Board of Supervisors (the "County") is requesting sealed proposals from qualified firms to provide for the furnishing, delivery, installation, and implementation of merchant services for the processing of payment cards for County fees, taxes, payments, costs, charges, and related amounts payable to the County of any kind (hereinafter collectively referred to as "County Fees") in accordance with the Scope of Services section of this solicitation.

## **2. BACKGROUND AND MANDATORY CONFERENCE**

Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of the 2020 census, the County had a population of 27,249.

The County uses a Tyler Technologies system (EnerGov, Tyler Munis and Tyler Cashiering) for recordkeeping of all County Fees and the account, amounts owed, and other information related to such County Fees.

The successful Offeror will be expected to sign a contract with the County acceptable to the County in its sole discretion and such contract shall include an appropriate business associate agreement that protects the County, the County's data, and any data inputted by payers of the County. Offerors shall include a list of any subcontractors it may use in its Proposal; all subcontractors will also be required to enter into a business associate agreement acceptable to the County in its sole discretion to which the Offeror and the County are a party. The form of the required Business Associate Agreement is attached hereto as **Exhibit 1** and made a part of this RFP.

### 3. SCOPE OF SERVICES

The Successful Offeror shall provide all supervision, labor, material and equipment necessary to provide the following:

#### A. Background Environment

- i. The County currently utilizes Tyler Technologies Munis and Cashiering products for billing and revenue collection. The County requires full payment processing integration with Tyler Technologies software to collect taxes and fees from in-person payees.
- ii. The County currently accepts online credit card payments for Personal Property and Real Estate taxes using Official Payments and anticipates transitioning to Tyler Munis Citizen Self-Service for payment collection.
- iii. The County currently does not have the capability to accept card payments in the building and planning departments but would like those locations to be included in the final proposal.
- iv. The County will be using Tyler Technologies Energov Citizen Self Service portal in the coming months and would like the proposed solution to be compatible and seamlessly integrate and take payments through the Tyler Technologies Energov portal.
- v. The County currently accepts credit cards over the counter at our Parks & Recreation offices using the Rec Desk Software. The County Parks & Recreation department will be maintaining their current arrangement for the foreseeable future but at some point, may migrate to the proposed solution. The County desires the proposed solution to be flexible enough to scale and accommodate any future growth or additional departments using the service.

#### B. General Requirements in person payments

- i. A point of sale, merchant services payment card solution ("Payment System") that will allow persons and entities of any kind the ability to pay County taxes and fees by credit card and other payment methods (e.g. Debit card, Credit card, E-Check). Taxes and fees include, but are not limited to, real estate tax payments, personal property

tax payments, other tax payments, utility payments, building inspection fees, permit fees, etc.

- ii. The point of sale payment system must have the ability to seamlessly integrate with EnerGov, Tyler Cashiering and Tyler Munis system used by the County to track all County Fee related information. The system must operate in the background and no additional applications or steps to the existing process. All transactions by cashiers will be in the Tyler Cashiering system. The Offeror must provide support and training as needed related to such processes.
- iii. The Payment System must have the ability to process a refund back to a credit card or other payment method only when authorized by the County. The County will only be responsible to refund the amount of the County fee and not any transaction or service fees charged by the provider or Credit Card Company. The Offeror may not charge any fees to the County or a payer for processing any refunds.

#### C. General Requirements online payments

- i. The County currently has Official Payments as its online, web-based payment solution for collecting Personal Property and Real Estate Taxes. The County will be transitioning to Tyler's Customer Self-Service Portal in conjunction with this RFP.
- ii. The County requires our card processor to be able to seamlessly integrate with Tyler Customer Self-Service, Munis, Energov, and Cashiering.
- iii. The Offeror must have sufficient safeguards in place to protect all County and payer information of any kind which is directly, indirectly, purposefully or inadvertently received.
- iv. The Offeror will bear all PCI-DSS compliance requirements.
- v. The Payment System should be available 24/7 and 365 days a year.
- vi. All online payers should receive an email copy of receipt immediately which includes a transaction number or confirmation number. Receipt data fields required in the Payment System include: name, address, fee name, amount, account, date and transaction or confirmation ID.
- vii. Data exchange will real-time in a form acceptable to the County so any and all County Fees can be appropriately applied to the applicable account and payer within the County's records.
- viii. Online payments must be deposited in the County bank account the business day following the transaction date whenever possible. The total deposit information shall be sent to the County on the day of deposit.
- ix. The successful Offeror must provide capability for the County to retrieve the data from their system at the end of the Contract term and provide proof that the data has been removed at no additional cost to the County.

#### D. Technical Specifications

- i. The successful Offeror shall provide a mechanism for allowing payment of County fees. The successful Offerors' response will describe in detail how the solution addresses the following:
  - a. Provides a secure platform using encryption and redaction for ensuring the security, integrity, privacy and protection of the County and its payers.
  - b. Describes in detail record retention practices.
  - c. Provides a mechanism to send and receive data between other applications and systems in the County, including, but not limited to, the County's Tyler Technologies MUNIS, Cashiering, Energov, and Citizen Self-Service systems.
  - d. Extracts data received from payments into formats accessible by standard data management utilities (e.g. Oracle, Excel, Access).
- ii. The successful Offeror must agree to use the collected information in compliance with all applicable federal, state and local, laws, rules, ordinances, and regulations, including, without limitation, those governing online privacy, online payments, storing of personal information, and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and the Payment Card Industry (PCI) Data Security Standards.
- iii. The Offerors must comply with all requirements of Virginia law, including, but not limited to, Virginia Code Section 18.2-186.6. The Offeror acknowledges that it will receive "personal information" as defined under Virginia Code Section 18.2-186.6. The Offeror must have a process in place should there ever be any breach of the security of the Payment System as described in Virginia Code Section 18.2-186.6. Offeror shall describe in detail its process for encryption and/or redaction of payer information so as to limit potential for any breach of the security of the online payment system. Under any resulting contract, the Offeror will be required, at no additional cost to the County, to send any and all notices and take any and all other steps required under Virginia Code Section 18.2-186.6 should a breach of the security of the online payment system occur; and such shall be in addition to any claims the County may have against the Offeror related to such breach. As required by Virginia Code Section 18.2-186.6, the County must be immediately notified of any breach of the security of the online payment system, or any suspected breach thereof.
- iv. The successful Offeror shall specifically state the minimum requirements of the approved web browser that will ensure the successful operation of the application. The application must support use on current versions of these browsers: Google Chrome, Safari, Firefox, and any other common browsers.
- v. The County's implementation for the Payment System is a web-based Tyler Technologies hosted solution. Any solution must be on Tylers approved system interface.
- vi. The Offeror must provide and support new, commercially available data capture/transmission devices. Merchant terminals must:
  1. Be Tyler Technologies compatible and supported. Current models required by Tyler Technologies are Ingenico Lane/3000 and the Ingenico Lane/5000.

2. Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the Offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.
3. The County desires to purchase appropriate terminals rather than leasing.
4. Signature pads are not required.

E. Terminal Locations and details -

- i. The County desires physical card terminals to enable receiving credit card payments in person at the following locations. The County may elect to implement additional terminals at all of these locations or may choose to add additional terminals or locations in the future.
  1. County Treasurer Building, located at 34 Palmyra Way, Palmyra VA, 22963. - Four (4) terminals, Ingenico Lane/5000. Teller Windows, counter mounted to wood/Laminate counters approximately 2" thick. Tyler cashiering PC located on other side of cashier window within 6 feet of desired terminal locations.
  2. County Building Inspections, located at 132 Main Street, Palmyra, VA 22963 - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.
  3. County Planning Department, , located at 132 Main Street, Palmyra, VA 22963 - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.
- ii. The County may move the location of the offices shown above one or more times during the term of any resulting Contract. The Offeror agrees to assist the County with any move which affects the terminals above at no additional cost or expense to the County. So long as the building where the terminals are being relocated to is owned or leased by the County or any agency or department thereof, the Offeror consents to such movement of its terminals as a condition of any resulting Contract.

F. Estimated Transaction Volume

- i. The table below summarizes the estimated total transaction volume potential for transactions utilizing the merchant services.

Transaction	Quantity	Annual Amount	Average Transaction	Current method
Utilities	1440	\$30,240.00	\$21.00	Cash/Check
Online Real Estate	962	\$301,402.00	\$313.31	Online credit card and e-check
Online Personal Property	7824	\$877,390.00	\$112.14	Online credit card and e-check
In-Person Real Estate	20084	\$28,490,025.00	\$1,418.54	Cash/Check
In-Person Personal Property	39809	\$6,365,366.00	\$159.90	Cash/Check
Building Inspection Total	624	\$293,810.00	\$470.85	Cash/Check
Planning Total	49	\$16,210.00	\$330.82	Cash/Check

G. Services

- i. The Offeror shall support processing of at least MasterCard, VISA, and Discover branded cards. In addition, the County desires to accept debit cards.
- ii. The Offeror shall be Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard (DSS) compliant.
- iii. The County desires to provide signatureless transactions, not requiring customers to sign receipts.
- iv. The Offeror shall provide an online authorization service that is capable of capturing and verifying data necessary to electronically process the card transactions. The service must support separate authorization of each transaction. Batch processing of authorizations is unacceptable.
- v. The Offeror shall provide online daily transaction and account reconciliation reports with multiple sorting options.
- vi. The Offeror shall have a mechanism to void or reverse a payment as necessary.

H. Rates, Fees, and Expenses

- i. The Successful Offeror must provide the automated credit card payment collection at no cost to the County (or no cost except purchase of terminals). Any transaction or convenience fees charged by the Offeror will be paid by the payer and will be charged as a separate item to the payer directly. The amount of any add on fee will be made

clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. The Offeror will notify the County in writing at least 60 days prior to making any changes to the fee schedule being charged to payers and under the resulting Contract, the County shall have the option to terminate the Contract within thirty (30) days of receiving such notice for any increase in the fees charged to the payers.

- ii. Special programs that are available to utility and municipal governments for certain payment types such as Visa's Utility Interchange Reimbursement Fee Program, Visa Service Fee or MasterCard Service Fee should be identified.
  - iii. The Convenience Fee would be charged to a customer for the convenience of taking and processing a payment for a County debt. The fee would be charged for a single payment made, regardless of the number of individual County debts or receivables included in the payment. The Offeror must propose a Customer Convenience Fee structure that is compliant with MasterCard, Visa, and Discover requirements.
  - iv. The Offeror must provide a detailed fee schedule, including any applicable gateway fees, setup fees, monthly account fees, transaction fees for processing and reporting all transactions. Specify all other fees and charges, including, but not limited to, implementation and conversion costs and chargebacks, if applicable.
- I. Charge backs and Disputed Transactions
- i. The Offeror must describe the following information as related to chargebacks and disputed transactions:
    - 1. The resolution process to be followed including, identifying the role of each entity involved in the process and required timeframes for responding to requests.
    - 2. The steps involved in handling a disputed transaction. The outline must reflect the actions and responsibilities of the card holder, card issuer, accepting financial institution, the Offeror and the County.
    - 3. The extent to which the County could develop a list of items that could not be charged back (i.e.: tax payments, utility payments).
    - 4. The circumstances under which the County may be charged a research fee; and the charges for the same, including a maximum not to exceed cost.
- J. Training and Support
- i. The Offeror shall provide initial training and ongoing support to assist County staff with process questions as they may arise.
  - ii. Detailed training for staff after implementation and thereafter as needed. Technical support for all users of online County payment program (including County staff as well as all payers). Offers shall include detailed information regarding the options available for training (i.e. classroom setting, online demos, video training, etc.)

- iii. The Offeror shall offer ongoing payer and County staff support and technical support in a variety of areas which include, but are not limited to, training County staff, installing and configuring product updates as they become available, assistance with design or any new County Fee types added to the system, updates to comply with laws, policy changes, software update utilities, etc. County staff training for upgrades or future enhancements must be available and included.

- K. Implementation - The system needs to be fully tested and operational no later than November 30, 2021.

#### 4. PROPOSAL FORMAT

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the project, an overview of the history and qualifications of the firm.
- C. **Pricing** – The Offer should detail the price on the attached pricing sheet.
- D. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
  - a. Certifications and/or Licenses to conduct services required by the Code of Virginia if applicable;
  - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel; and
  - c. Sample documents and/or reports, relating to the services.
- E. **Overview** – The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
  - a. Designate a County Liaison/Project Manager and indicate office location.
  - b. Include the organization chart, functional discipline, and responsibilities of team members. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Project.
  - c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror's understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror's firm and firm's approach to ensure quality control and ability to meet turn-around times set forth herein.
  - d. Demonstrated History of Successful Projects - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the



period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement of key personnel may be made by the Offeror/Contractor without submission of a resume of the proposed replacement for approval by the County.

- F. Other Requirements** - The proposal package shall include as a minimum:
- a. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
  - b. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.
  - c. Company Background Information, to include but not limited to the following:
    - i. Date the company began selling the proposed software/services to the public sector.
    - ii. Status of the company.
    - iii. Number of employees supporting/developing the proposed System.
    - iv. Define the company's long-term development strategy and plans for the system.
    - v. Number of public sector installs and size of these organizations including names and locations.
    - vi. Future technology direction.
    - vii. Future application revisions and enhancements.
  - d. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
    - i. A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
    - ii. A statement of how long the Offeror has provided services similar to the Services requested herein;
    - iii. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
    - iv. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
    - v. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
    - vi. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.
  - e. Pricing Options- Include Pricing Attachment and pricing of any optional services (with a clear indication that they are optional).
  - f. Description of the typical assistance the Offeror will require of County staff, if any.
  - g. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
  - h. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.

- i. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
  - j. **Representative Projects:** This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
  - k. **References:** Provide the current name, address, and telephone number of at least four(4) client references that are similar in size and scope to the County's Project, that have utilized a similar System in a comparable computing environment the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references, regardless of circumstances. Client reference information must include the date of installation and length of implementation.
  - l. **Fee Proposal:** All fees shall be in the form of firm, fixed prices or percentages to remain in effect throughout the period of the contract.
  - m. **Cost and Effective Cost Control:** The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:
    - i. Describe the Offeror's cost control methodology;
    - ii. Describe the approach for reducing costs;
    - iii. Describe your documentation, tracking and reporting system;
    - iv. Describe your program for quality control and time management; and
    - v. Overall benefits value as compared to pricing, project plans and other factors.
  - n. **Timeline:** Offeror shall include with their proposal response, a detailed schedule for implementation.
- G. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
- i. Certificate of No Collusion
  - ii. Offeror Statement
  - iii. Proof of Authority to Transact Business in Virginia
  - iv. Vendor/Offeror Data Sheet
  - v. Other forms specific to this RFP including the Pricing Attachment
- H. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- I. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- J. **System Demonstrations and Site Visits -** Offerors may be required to provide in-office system demonstrations that show the full functionality of the proposed system. Offerors should be prepared to demonstrate how the application meets the requirements defined in this RFP.

Offerors should be prepared to respond to questions during the demonstrations. Offerors may be required to facilitate a site visit to a client for the purposes of evaluating the installed system and reviewing customer's satisfaction.

- K. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- L. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

## 5. SUBMITTAL INSTRUCTIONS

- A. **Due Date:** Sealed copies of the proposal must be received by the Procurement Contact no later than 2:00 p.m. EST on October 14, 2021. Proposals must be addressed to the Procurement Contact on page 1. **Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**
- B. RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Questions will not be accepted after September 27, 2021. All inquiries will be answered via an addendum, posted to eVA and the County website.
- C. **Each Offeror must submit one (1) original hard copy, 2 copies, and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
- D. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- E. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- F. Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- G. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- H. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- I. Cost will be considered in evaluating the Proposals.

## 6. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
  - i. Proven experience in providing similar services for other localities of similar size, scope, and complexity.

- ii. Resumes and experience of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services.
- iii. Expertise, qualifications, and experience of the Offeror in providing and conducting services relevant to the County’s requirements, to include qualifications of proposed staff.
- iv. Software options, functionality, security, and accessibility, ease of use, customer service hours and availability, implementation of updates and upgrades, ease of use of applications related to the services, etc.
- v. Approach to completing the implementation schedule in a timely fashion.
- vi. Proposed schedule for completion of all tasks outlined herein.
- vii. Pricing and payment terms/structure
- viii.** The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:

- i. Costs **(15 pts.)**
- ii. Specific plans, software, security, and/or methodology to be used to perform the services and responsiveness to the County’s Goals **(40 pts)**
- iii. Offeror qualifications, expertise and experience **(30 pts.)**
- iv. Positive References **(15 pts.)**

- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

**7. AWARD OF CONTRACT**

The selection process shall be as per § 2.2-4302.2(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation is done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for goods and/or nonprofessional services. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among all the Offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which in their opinion has made the best proposal and shall award the contract to that Offeror. Should the County determine in writing and in its

sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County. **The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated; and shall be in the form attached hereto as "Merchant Services – Card Payment System Contract". Contract Term – Any contract awarded hereunder shall be for a one-year initial term, with four (4) additional option years to be exercised in the sole discretion of the County.** By submitting a Proposal hereto, the Offeror agrees to enter into a Contract substantially in the form attached hereto as Merchant Services – Card Payment System Contract if awarded the Contract. Any exceptions to any provision of the form Contract must be specifically identified in the Proposals; except that, in the case of a proposal for information technology, as defined in Virginia Code § [2.2-2006](#), the County does not require an offeror to state in its proposal any exception to any liability provisions contained in the RFP. In such cases, the Offeror MUST thereafter state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. If not submitted at the beginning of negotiations, any exceptions shall be waived.

The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia).

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

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract or Notice to Proceed for any or all of the service described herein.

# 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, 2<sup>nd</sup> 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.



## Attachment A PRICING SUMMARY

Provide an itemized and detailed summary of all costs associated with the implementation.

Implementation Cost (leave as zero if there is no implementation cost): \$ \_\_\_\_\_

List any additional services and associated costs if applicable below (attach additional sheets if necessary):

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

List all other costs of any kind including implementation costs below:

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**TOTAL PRICE:**     \$ \_\_\_\_\_

List all Fees to use a credit card, passed on to the Credit Card Holder, below:

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	_____ %

Provide any additional information relating to fees and charges of any kind related to this solicitation. Please include any fees to the County or Payers.

**Exhibit 1****BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into by and between \_\_\_\_\_ (hereinafter the "Business Associate"), and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, and specifically including the Fluvanna County Treasurer's Office, (hereinafter collectively the "County") effective as of the date of the Merchant Services -Card Payment System Contract (the "Contract") between the County and the Business Associate to which this Agreement is attached.

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

**I. GENERAL PROVISIONS**

**Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, "Services") as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County's acceptance of and desire to enter into the Contract **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the Fluvanna County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**

- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect, or the date the Business Associate first receives PHI or Confidential Information related to the Contract, whichever is earlier, and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:
1. "Breach" shall have the meaning given such term in 45 C.F.R. §164.402.

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

## II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the Treasurer and/or the County and that its disclosure could cause irreparable damage to the County, Treasurer and its citizens. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to

the Business Associate. Business Associate shall be responsible under the Contract for the Services for the new System as described in the Contract.

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

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

### III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold the same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.
- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices or Treasurer's Office.

#### IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

#### V. TERM AND TERMINATION

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

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

**C. Effect of Termination.**

1. Except as provided in Section V.C.2, upon termination of this Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of County and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

2. The provisions of this Agreement shall be in addition to any requirements of the Contract and shall never be read as a limitation of the requirements on the Business Associate under the Contract.

**VI. ACKNOWLEDGEMENT AND SIGNATURES**

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

**THE COUNTY: County of Fluvanna**

Signature: \_\_\_\_\_ (SEAL)

By: Eric M. Dahl, County Administrator

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

**THE COUNTY: County of Fluvanna Treasurer's Office**

Signature: \_\_\_\_\_ (SEAL)

By: Linda Lenherr, Treasurer

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

**BUSINESS ASSOCIATE: \_\_\_\_\_**

Signature: \_\_\_\_\_ (SEAL)

Printed Name of Officer: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney



**COUNTY OF FLUVANNA, VIRGINIA**  
**REQUEST FOR PROPOSALS (RFP) #2022-01**  
**MERCHANT SERVICES - CARD PAYMENT SYSTEM**

**ADDENDUM # 1:**

Reference – Request for Proposal: RFP #2022-01  
 Title of Request for Proposal: MERCHANT SERVICES - CARD PAYMENT SYSTEM  
 Issue Date: September 28, 2021  
 Bid Due Date and Time: October 14, 2021 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. The following are clarifications from questions received:

a. In 3(C): *“General Requirements online payments ...*

*vi. All online payers should receive an email copy of receipt immediately which includes a transaction number or confirmation number. Receipt data fields required in the Payment System include: name, address, fee name, amount, account, date and transaction or confirmation ID. ...”*

i. QUESTION: Please expand on the ask here? The receipting is a functionality of your POS system and your gateway not the processor

1. ANSWER: You are correct, however the processor must transmit any applicable data to Gateway and POS System. Also, the County does not have a Gateway. The solution must either (i) include a Gateway; or (ii) specifically note that a Gateway is not included and include a description of the compatible Gateways that can be separately purchased which will work with the Offeror’s proposed solution and brief descriptions of the same.

b. In 3 (D): *“Technical Specifications*

*i. The successful Offeror shall provide a mechanism for allowing payment of County fees. The successful Offerors’ response will describe in detail how the solution addresses the following:*

...

*c. Provides a mechanism to send and receive data between other applications and systems in the County, including, but not limited to, the County’s Tyler Technologies MUNIS, Cashiering, Energov, and Citizen Self-Service systems.*

*d. Extracts data received from payments into formats accessible by standard data management utilities (e.g. Oracle, Excel, Access).”*

i. QUESTION: Please expand on the ask here? Tyler should communicate with all of your systems including your gateway (BridgePay). As a processor your gateway sends us over the customer payment data to process a transaction and we send back an approval or decline and move funds. Other than that the communication of data occurs and is entered into your Tyler and BridgePay systems.

1. ANSWER: This is correct, however, please note the county does not currently have a gateway in place. If another party is needed to fulfill this requirement, please be sure to



state that clearly in your proposal. The solution must either (i) include a Gateway; or (ii) specifically note that a Gateway is not included and include a description of the compatible Gateways that can be separately purchased which will work with the Offeror's proposed solution and brief descriptions of the same.

- c. In 3(D): *"...vi. The Offeror must provide and support new, commercially available data capture/transmission devices. Merchant terminals must:*
1. *Be Tyler Technologies compatible and supported. Current models required by Tyler Technologies are Ingenico Lane/3000 and the Ingenico Lane/5000.*
  2. *Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the Offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.*
  3. *The County desires to purchase appropriate terminals rather than leasing.*
  4. *Signature pads are not required."*; AND;
- In 3(E): *"...ii. The County may move the location of the offices shown above one or more times during the term of any resulting Contract. The Offeror agrees to assist the County with any move which affects the terminals above at no additional cost or expense to the County. So long as the building where the terminals are being relocated to is owned or leased by the County or any agency or department thereof, the Offeror consents to such movement of its terminals as a condition of any resulting Contract."*
- i. QUESTION: Please expand on the ask here? Integrated Terminals are a function of the POS system and are provided by the POS provider. Tyler Technologies will sell and or lease you any integrated terminals required to work with their system.
    1. ANSWER: This is correct, however, please note the county does not currently have terminals. If another party is needed to fulfill this requirement, please be sure to state that clearly in your proposal. The solution must either (i) include terminals; or (ii) specifically note that terminals are not included. If included, terminals must code through EnerGov and Cashiering.
- d. In 3(H): *"Rates, Fees, and Expenses*
- i. *The Successful Offeror must provide the automated credit card payment collection at no cost to the County (or no cost except purchase of terminals). Any transaction or convenience fees charged by the Offeror will be paid by the payer and will be charged as a separate item to the payer directly. The amount of any add on fee will be made clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. The Offeror will notify the County in writing at least 60 days prior to making any changes to the fee schedule being charged to payers and under the resulting Contract, the County shall have the option to terminate the Contract within thirty (30) days of receiving such notice for any increase in the fees charged to the payers. ..."*
    - i. QUESTION: Utilities transactions must be assessed a convenience fee. All other government payments (taxes, building inspection etc.) can be assessed a service fee. Convenience fees are flat fees placed on top of a transaction. The County would receive the convenience fee and the principal amount of the transaction and would be responsible for collecting those convenience fees to offset their merchant bill for utility transaction's only. Service fees are percentage based and assessed on all NON-utility transactions. Those fees would automatically offset your merchant statement without any additional interference for the county. Your statement above

in letter "I" states that payment collection will be at no cost to the County. Wells Fargo Merchant Services cannot compliantly process utility transactions in the manner you have requested. Is this an item that would exclude us from being considered?

1. **ANSWER:** The County requires the Successful Offeror provide the automated credit card payment collection system such that the net cost to the County after application of any fees paid by the payer is zero (except purchase of terminals). The County prefers that any service, transaction, convenience, or other fees will either be charged to and paid by the payer directly as a separate item, or can be charged to the County with such cost to the County charged to the payer so the net cost to the County is zero after application of such fee paid to the County by the payer. All such fees shall be consistent with Virginia Code 2.2-614.1 and all applicable law and the credit card company rules and regulations. The amount of any fee will be made clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. Different fees may apply to different payment types as required by law or the credit card companies, for example utility billing may have a different fee and process for collection of such fee than tax billing. The differences must be disclosed to the County on any applicable fee schedule or fee proposal. Transaction fees includes any lawful service fees. Specifically, so long as the County ends up at a no cost solution (except terminals) for payment processing such proposal will be considered, specifically, for utilities a Proposal may include a convenience fee to be charged to payer by the County at the time of payment and then that amount of the convenience fee paid to the County could be charged to the County by the Offeror as a fee for the Offeror's handling the transaction.
- e. In 4 (G): *"Forms: All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.*
- i. *Certificate of No Collusion*
  - ii. *Offeror Statement*
  - iii. *Proof of Authority to Transact Business in Virginia*
  - iv. *Vendor/Offeror Data Sheet*
  - v. *Other forms specific to this RFP including the Pricing Attachment"*
    - i. **QUESTION:** We were unable to locate any forms in the RFP with the exception of the Attachment A Pricing Summary and Exhibit 1 BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
      1. **ANSWER:** This is an oversight, forms are attached to this Addendum 1.
- f. **QUESTION:** Exhibit 1 references a "seal". Are you requesting a notary or just a signature of the business associate?
  - i. **ANSWER:** Notary is not required on this specific form.
- g. **QUESTION:** Can the County please clarify the statement, "Any solution must be on Tyler's approved system interface" (RFP p. 4)? We have integrated with several different Tyler products and can provide several references. Is this sufficient to meet this requirement?
  - i. **ANSWER:** See Section 3(D)(v) of RFP. Tyler has a list of approved gateway processors currently Openedge and Bridgepay. The County prefers a standard gateway approved by Tyler. A non-

standard Gateway or a Gateway unapproved by Tyler could interfere with the County's existing contracts for EnerGov and other products with Tyler. The County understands that other interfaces MAY work, but in the event of issues, an unapproved interface is more likely to create situations where it becomes difficult to troubleshoot and resolve issues between multiple parties.

- h. QUESTION: Per RFP p. 8, "The system needs to be fully tested and operational no later than November 30, 2021." Due to this expedited timeline, does the County have a product in place that will facilitate implementation?
- i. ANSWER: See Section 3(K) of RFP. The County has no system in place to take card payment.
- i. QUESTION: When does the County anticipate an award decision?
- i. ANSWER: As soon as possible after the close of this RFP and vendor interviews are conducted.
- j. QUESTION: On required County forms that must be signed, will an electronic signature such as DocuSign be accepted?
- i. ANSWER: No, some of the required forms require a notary signature, these will need to be original signatures. Signature may be e-notarized if all formalities require by applicable law are met.
- k. QUESTION: Could the County please clarify which departments will utilize the following payment methods?
- i. Online credit/debit card and eCheck
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Citizen Self-Service. There is the possibility that this could expand in the future.
- ii. In-office credit/debit card
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Cashiering. There is the possibility that this could expand in the future.
- iii. In-office cash and check
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Citizen Self-Service. There is the possibility that this could expand in the future.
- l. QUESTION: On RFP p. 9, under "Other Requirements," there is a requirement to provide "Status of the company." Could the County please clarify what is meant by this?
- i. ANSWER: It refers to the most recent reports of the financial status.
- m. QUESTION: Are responding vendors required to sign and return "Exhibit 1: Business Associate, Confidentiality and Non-Disclosure Agreement" at this stage?
- i. ANSWER: No, this will be signed at the contracting stage.
- n. QUESTION: Can the County provide a date(s) when Building and Planning may require integration?
- i. ANSWER: See Section 3(K) of RFP. Implementation - The system needs to be fully tested and operational no later than November 30, 2021.
- o. QUESTION: Can the County provide advance volume and revenue annually collected as well as individual ticket values?

- i. **ANSWER:** See section 3(F)(i) of the RFP. Individual ticket values will not be provided.
  
- p. **QUESTION:** Page 6, Sec H (i): Does the County anticipate any departments where the county will pay for the convenience fee on behalf of a bill payer (called absorbed or merchant paid fee)? If so, which ones and can anticipated transaction information be provided?
  - i. **ANSWER:** This is not in the County’s plan.
  
- q. **QUESTION:** Page 6, Sec H (ii): Can the county elaborate with details concerning the Visa Utility Interchange Reimbursement Fee Program?
  - i. **ANSWER:** Please see item d above.
  
- r. **QUESTION:** Page 6, Sec H (j): Would the County accept references outside of the Commonwealth of Virginia?
  - i. **ANSWER:** References are not limited to Virginia, however, as stated in the RFP any Virginia clients must be included.
  
- s. **QUESTION:** Would the County require or consider proposals that include an IVR component and Mobile (handheld device) capability? Would additional consideration be given to those respondents that provide such capabilities?
  - i. **ANSWER:** This is not a requirement.
  
- t. **QUESTION:** Will the awarded vendor need to accept AMEX as a payment option?
  - i. **ANSWER:** This is not a requirement.

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

Very truly yours,

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

Name of Firm: \_\_\_\_\_

BY: \_\_\_\_\_  
 Signature of duly authorized representative

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

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

**VENDOR DATA SHEET**

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

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

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

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

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

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

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

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

I certify the accuracy of this information.

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

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION-** (Attachment A)

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Article IV.2-4311.2 have been met.

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION (Attachment B)**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA  
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION-** (Attachment C)

**OFFEROR STATEMENT**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

\_\_\_\_\_

Type or Print Name & Title of Authorized Person

\_\_\_\_\_

Signature of Authorized Person Submitting This Bid

\_\_\_\_\_

Date

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION-** (Attachment D)



# County of Fluvanna

## Merchant Services - Card Payment System

2022-01

Thursday, October 14, 2021

Steve Simmons - Account Representative  
One Tyler Drive, Yarmouth, ME 04096  
Phone: 800-772-2260, ext. 4751  
Email: [Steve.Simmons@tylertech.com](mailto:Steve.Simmons@tylertech.com)


**CERTIFICATE OF SECRETARY OF  
TYLER TECHNOLOGIES, INC.**

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation (“Tyler”), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of July 1, 2018.

TYLER TECHNOLOGIES, INC.  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Abby Diaz  
Title: Secretary

**RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF  
TYLER TECHNOLOGIES, INC.**

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of Tyler to memorialize the authority of members of Tyler's legal team to enter into contracts and other legally binding obligations or representations on behalf of Tyler;

RESOLVED, that in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s) or the Tyler division or group on whose behalf the individual is entering into the contract or other legally binding obligation or representation, and limited only by the notations included herein:

Andrea Fravert

Rob Kennedy-Jensen

Casey Civiello – Non-Disclosure Agreements

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date the individual is no longer employed by Tyler;

RESOLVED, that each corporate officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

## Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

## Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

# Table of Contents

Section 1	Cover Letter .....	5
Section 2	Pricing.....	6
2.1	Attachment A / Pricing Summary .....	6
2.2	Investment Summary .....	7
Section 3	Qualifications .....	8
3.1	Tyler Resources .....	8
3.1.1	Sample Resumes .....	8
3.1.2	Sample Documentation .....	10
Section 4	Overview .....	11
4.1	County Liaison / Project Manager.....	11
4.1.1	Project Communication .....	11
4.1.2	Management and Scope .....	11
4.2	Organization Chart.....	12
4.2.1	Project Governance.....	12
4.3	Project Approach and Specifications .....	13
4.3.1	Work Breakdown Structure .....	15
4.3.2	Tyler Payments Project Plan .....	15
4.3.3	Quality Control Approach .....	16
4.4	Demonstrated History of Successful Projects.....	17
4.4.1	Key Personnel.....	18
Section 5	Other Requirements .....	19
5.1	Addenda Acknowledgement.....	19
5.2	Functional and Technical Requirements.....	20
5.3	Company Background .....	33
5.4	Resumes of Key Personnel .....	37
5.4.1	Tyler Roles & Responsibilities .....	37
5.5	Financials / Litigation .....	38
5.5.1	Annual Report .....	38
5.5.2	Pending Litigation .....	38
5.6	Pricing Options .....	42
5.7	Responsibilities .....	42
5.7.1	The County Executive Sponsor.....	42
5.7.2	The County Steering Committee.....	43

5.7.3	The County Project Manager (PM) .....	43
5.7.4	The County Functional Leads .....	43
5.7.5	The County Power Users .....	43
5.7.6	The County End Users .....	44
5.7.7	The County Technical Lead .....	44
5.7.8	The County Upgrade Coordination .....	44
5.7.9	The County Change Management Lead .....	44
5.8	Sub-Consultants .....	44
5.9	Addenda .....	44
5.10	Relevant Information .....	45
5.11	Representative Projects .....	45
5.12	References .....	45
5.13	Fee Proposal .....	46
5.14	Cost and Effective Cost Control .....	47
5.14.1	Quality Management .....	47
5.14.2	Control Points .....	48
5.14.3	Acceptance Process .....	48
5.14.4	Quality Control .....	49
5.15	Project Planning .....	49
5.15.1	Proposed Project Phases .....	50
Section 6	Forms .....	51
6.1	Certificate of No Collusion .....	51
6.2	Offeror Statement .....	52
6.3	Proof of Authority to Transact Business in Virginia .....	53
6.4	Vendor / Offeror Data Sheet .....	54
6.5	Other Forms .....	55
Section 7	Proposed Solution .....	57
7.1	Tyler Payments .....	57
Section 8	Terms and Conditions of the RFP .....	58
8.1	Exceptions to the RFP .....	58
8.2	Sample License Agreement .....	61

## Section 1 Cover Letter

*B. Cover Letter - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the project, an overview of the history and qualifications of the firm.*

Please reference the Cover Letter on the following pages.



Thursday, October 14, 2021

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

One Tyler Dr  
Yarmouth ME 04096  
P: 800.772.2260  
F: 207.781.2459  
www.tylertech.com

RE: Response to RFP for Merchant Services - Card Payment System 2022-01

Dear Cyndi Toler:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the County of Fluvanna's Request for Proposal dated Thursday, September 16, 2021, for Merchant Services - Card Payment System. The attached proposal will detail our complete offering, including:

- Tyler Payments software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

Fluvanna County has issued this RFP to procure a Merchant Service provider to process Credit Card payments in conjunction with the Tyler Munis ERP and EnerGov solutions. They are seeking a solution that is on Tyler Technologies preferred and supported vendors list.

The scope of the project is to process payments online through Munis and EnerGov Citizen Self Service and future versions of online portals. It is also to process payments over the counter and into the Tyler Cashiering module eliminating manual and 2 step processing. The count is requesting Lane 3000 or Lane 5000 card terminals that are compatible with Tyler Cashiering.

The County is also seeking a payment solution that provided real time processing with streamlined reconciliation process with one vendor.

Tyler Payments has been rolled out in systematic way across the suite of Tyler products. The goal being to provide a "one payment processor" offering. The benefits of using Tyler as your payment providers include:

- Inherent integration with Tyler products you already, Munis, EnerGov, Self Service and Tyler Cashiering
- On the Tyler approved list.
- A single contact for software implementation and merchant boarding
- Seamless integration and reconciliation with Tyler products.

Tyler Payments is highly responsive and supports:

- Real-time, scheduled, and recurring credit card payments.
- eChecks and recurring eChecks for all payment types as part of check-out.
- Both and API and flat-file integration approach.
- The ability to collect for non-billed (miscellaneous)



## Qualifications and History

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

## Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

In presenting the enclosed proposal, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the County of Fluvanna's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 180 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Steve Simmons, Account Representative  
800-772-2260, ext. 4751 - Steve.Simmons@tylertech.com

Respectfully submitted,



Rob Kennedy-Jensen  
Director, State & Local Contracts, Tyler Technologies, Inc.  
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)  
EIN: 75-2303920

## Section 2 Pricing

*C. Pricing – The Offer should detail the price on the attached pricing sheet.*

### 2.1 Attachment A / Pricing Summary

Please reference Attachment A / Pricing Summary on the following pages.

## Attachment A PRICING SUMMARY

Provide an itemized and detailed summary of all costs associated with the implementation.

Implementation Cost (leave as zero if there is no implementation cost): \$ 0

List any additional services and associated costs if applicable below (attach additional sheets if necessary):

<b><u>Description:</u></b>	<b><u>Price:</u></b>
6 Lane 5000 Terminal - Purchase	\$3,174
Tyler Payments Hardware Maintenance	\$1,080
	\$

List all other costs of any kind including implementation costs below:

<b><u>Description:</u></b>	<b><u>Price:</u></b>
MISC: Credit Card Chargeback	\$ 15.00
MISC: eCheck Rejects (bounce check)	\$ 5.00

**TOTAL PRICE:**    \$           4,254

List all Fees to use a credit card, passed on to the Credit Card Holder, below:

<b><u>Description:</u></b>	<b><u>Price:</u></b>
Online Payer Utility Charge	\$ 2.95
Payer Card Cost	2.95 %
eCheck Cost	\$1.95

Provide any additional information relating to fees and charges of any kind related to this solicitation. Please include any fees to the County or Payers.

## 2.2 Investment Summary

Please reference the Investment Summary on the following pages.



Quoted By: Steve Simmons  
 Date: 9/22/2021  
 Quote Expiration: 12/11/2021  
 Quote Name: Fluvanna County - ERP - Tyler Payments  
 Quote Number: 2021-129795  
 Quote Description:

**Sales Quotation For**

Fluvanna County  
 PO Box 540  
 132 Main Street  
 Palmyra, VA 22963-1001  
 Phone +1 (434) 591-1910

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

**Additional:**

Tyler Payments	3	\$0.00	0	\$0.00	\$0.00
----------------	---	--------	---	--------	--------

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Payments Lane 5000 Terminal Purchase	6	\$529.00	\$0.00	\$3,174.00	\$0.00	\$0.00	\$0.00
Tyler Payments PCI Service Fee (Per Device)	6	\$0.00	\$0.00	\$0.00	\$180.00	\$0.00	\$1,080.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$3,174.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$3,174.00</b>			<b>\$1,080.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total 3rd Party Hardware, Software and Services	\$3,174.00	\$1,080.00
<b>Summary Total</b>	<b>\$3,174.00</b>	<b>\$1,080.00</b>
<b>Contract Total</b>	<b>\$4,254.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

**Comments**

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

The Munis SaaS fees are based on 16 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the sales quotation or order and may be increased by Tyler upon notice of no less than thirty (30) days.



<b>Payer Electronic Payment Costs</b> If passing transaction costs to the payer	
<u>Online Payer Utility Card Cost</u> – Convenience Fee – per card transaction with Visa, MasterCard, Discover, and American Express for online utility transactions	\$2.95 \$120 transaction cap
<u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for non-utility online transactions and all in-person transactions	2.95% \$2.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
<b>Miscellaneous Costs</b>	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<a href="#">Lane 3000</a> : \$396 (annual recurring) <a href="#">Lane 5000</a> : \$456 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<a href="#">Lane 3000</a> : \$419 (one-time fee) <a href="#">Lane 5000</a> : \$529 (one-time fee) Plus \$180 Device Annual Support
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50



## Section 3 Qualifications

*D. Qualifications - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein.*

Tyler Payment is listed on the Tyler approved list of Payment Processors. It is also the only Payment Processor that can offer a one vendor solution with seamless integration into the Munis, EnerGov, Self Service and Tyler Cashiering modules.

*“Additional Information” is defined as:*

*a. Certifications and/or Licenses to conduct services required by the Code of Virginia if applicable;*

State of Virginia Business License # F161897-6

Registered Agent: Capitol Corporate Services, Inc., 10 S. Jefferson St, Ste. 1400, Roanoke, VA 24011

*b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel; and*

### 3.1 Tyler Resources

Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions

Assembling a quality project team that suits for project needs is important. We appreciate your patience as we make arranges to allocate resources for your project phases. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

The resumes presented in this proposal reflect the caliber and experience that Tyler will assign to this project. Due to the variable duration of selection and contract processes, it is difficult for us to predict resources that would be available at project commencement.

#### 3.1.1 Sample Resumes

<b>Name</b>	Philip P.
<b>Title</b>	Project Manager
<b>Education</b>	University of South Florida Business
<b>Office Location</b>	Holiday FL
<b>Tenure</b>	7 years
<b>Previous Experience</b>	Tyler Technologies, Inc. ERP Implementation Consultant

<b>Reference Projects</b>	Waynesboro, VA St. Bernard Parish, LA Morehead City, NC Coppell Independent School District, TX St. Tammany Parish, LA	Morrisville, NC Fluvanna County Public Schools, VA East Haddam, CT
---------------------------	--	--

**Name** Brian T.

**Title** Project Manager

**Education** Saint Joseph's College of Maine  
Bachelor's in Business Administration

**Office Location** Freeport ME

**Tenure** 4 years

**Previous Experience** Tyler Tech Implementation Consultant

<b>Reference Projects</b>	Bloomington, MN Whitman-Hanson Regional School District, MA San Jose Unified School District, CA Lawrence, MA Bartlett, TN	Winnebago County, IL Frederick County Public Schools, VA Amherst, MA Provincetown, MA
---------------------------	--	--

**Name** Christian C.

**Title** Implementation Consultant

**Education** Hobart College  
Bachelor's of Arts Media and Society (New Digital Media)

**Office Location** Falmouth ME

**Tenure** 3 years

<b>Reference Projects</b>	Acadia Parish Schools, LA Center for Health Care Service, TX Buckeye, AZ Butler County, PA Narragansett, RI	Lewiston Public Schools, ME Knox County, TN Routt County, CO Rowan County, NC Rocky Mount, VA
---------------------------	---	---

<b>Name</b>	Paige C.	
<b>Title</b>	Implementation Consultant	
<b>Education</b>	University of Maine, Orono Accounting and Business Administration	
<b>Office Location</b>	Falmouth ME	
<b>Tenure</b>	2 years	
<b>Previous Experience</b>	Southern Maine Children's Academy Lead Teacher/Education Technician Camp Indian Springs Assistant Director	
<b>Reference Projects</b>	Clayton County Public Schools, GA Columbia, MO Norwich School District, CT Purcellville, VA Huntersville, NC	St. Bernard Parish, LA Arcadia, FL

### 3.1.2 Sample Documentation

*c. Sample documents and/or reports, relating to the services.*

Tyler has included some sample processing documents for the County’s review.



---

## Chargebacks and Financial Reconciliation

# Tyler Payments Credit Card Processor

This document describes how to set up the Tyler Payments credit card processor (CCP) for use in Tyler Cashiering.

It also describes [how to make a payment using the Tyler Payments CCP](#).

## Setup

Setup consists of the following steps:

1. [Create the Tyler Payments credit card processor](#).
2. [Set up the credit card device](#).
3. [Configure the Tyler Payments Merchant](#).
4. [Set up the hardware console](#).
5. [Create a Tyler Payments tender type](#).

## Create the Tyler Payments Credit Card Processor

[Administration](#) > [Credit Card Processors](#)

This section describes how to set up the Tyler Payments CCP for use in Tyler Cashiering. . If Tyler has issued your agency multiple merchant accounts (MIDs), you must create a Tyler Payment CCP for each unique MID issued to your agency.

1. On the Credit Card Processors page, click the **+** button in the table header to open the Credit Card Processor pop-up window.
2. Enter a **Name** for the new Tyler Payments credit card processor.
3. Click the **Type** field and select Tyler Payments. The pop-up window will then display five additional fields, most of which auto-populate.

### Credit Card Processor ✕

Name * <input type="text" value="Tyler Payments (prod)"/> <small>21/30</small>	Type * <input type="text" value="Tyler Payments"/>
Client Id <input type="text" value="test"/>	Client Key <input type="text" value="....."/>
Processor <input type="text" value=""/>	Online Service URL <input type="text" value="https://tyler-payments.tyler-incode.com"/>
Merchant Id <input type="text" value="1b0a9dce-b163-4f4b-9f44-8b20dca06772"/>	Service Fee Merchant Id <input type="text" value="6e6b20ac-6914-41e4-810a-02b9d33bdaa4"/>

4. Enter the **Client ID**. For this value, refer to the Merchant Account Info document (Microsoft Excel) provided by Tyler.
5. Enter a **Client Key**. For this value, refer to the Merchant Account Info document (Microsoft Excel) provided by Tyler.
6. The **Processor** field is informational; no entry is required. It displays the processor identified via the **Client ID** field above.
7. For the **Online Service URL**, refer to the Merchant Account Info document (Microsoft Excel) provided by Tyler.
8. Values for the **Merchant ID** and **Service Fee Merchant ID** fields auto-generate for each CCP and client ID. These values display for reference only and cannot be modified.
9. Click **Save**.


**Note:** Individual credit card tender types must be configured for each Tyler Payments credit card processor created. Instructions on how to configure tender types is somewhat unique to Tyler Payments and is covered later in this document.

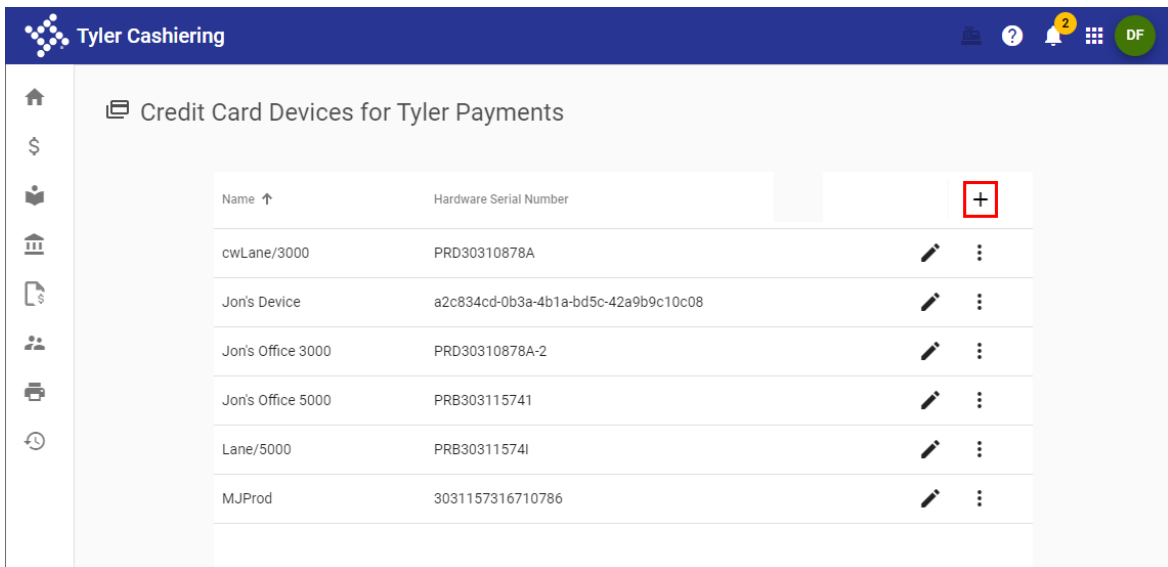














## Set Up the Credit Card Device

For each credit card processing device purchased by your agency that utilizes the Tyler Payment gateway, complete the steps below to configure the devices within Tyler Cashiering.

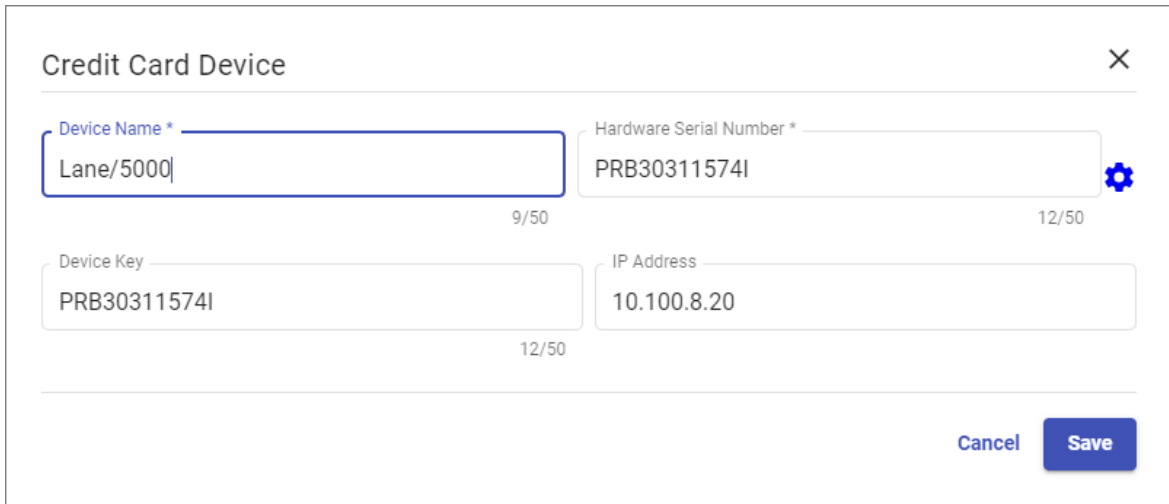
**Note:** The devices are configured once for all of Tyler Payments as a gateway, not for each Credit Card Processor (MID) configured for Tyler Payments.


1. Open the Credit Card Processors screen (Administration > Credit Card Processors).
2. Locate the appropriate credit card processor, click its associated ellipsis  icon, and, from the pop-up menu, select **Devices**.
3. The Credit Card Devices screen will open. To add a new device, click the **+** button in the table header.

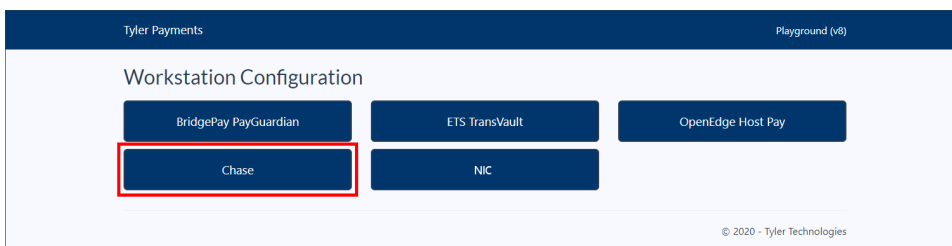


Name ↑	Hardware Serial Number	
cwLane/3000	PRD30310878A	 
Jon's Device	a2c834cd-0b3a-4b1a-bd5c-42a9b9c10c08	 
Jon's Office 3000	PRD30310878A-2	 
Jon's Office 5000	PRB303115741	 
Lane/5000	PRB303115741	 
MJProd	3031157316710786	 

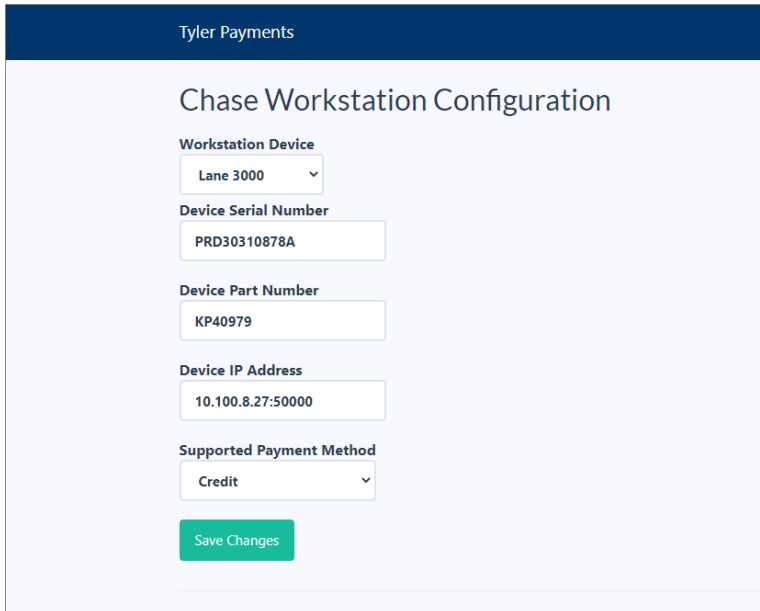
- The Credit Card Device window opens. To identify your new device, enter a unique name in the **Device Name** field.



- Enter the **Hardware Serial Number**. This is the IPSN number on the back of the device or from the box the device came in.
- The **Device Key** is an optional field that agencies can use to track the device (for inventory purposes, for example). It can contain any value and is not used in Tyler Payments in any way.
- The **IP Address** field auto-populates after the steps below are completed. You do not have to manually enter the **IP Address**.
- Click **Save**. The Credit Card Device window will close. Reopen the credit card device.
- Click the blue gear  icon located to the right of the **Hardware Serial Number** field.
- Log in using your client ID as your **User Name** and your client key as your **Password**.
- The Tyler Payments Workstation Configuration page opens. This page allows you to associate your workstation ID with the appropriate device. Select **Chase**.



- The Workstation Configuration page opens for the selected provider. Use the fields on this page to identify the **Workstation Device**, the **Device IP Address**, and the **Supported Payment Method** associated with the Workstation ID.



Tyler Payments

### Chase Workstation Configuration

Workstation Device  
Lane 3000

Device Serial Number  
PRD30310878A

Device Part Number  
KP40979

Device IP Address  
10.100.8.27:50000

Supported Payment Method  
Credit

Save Changes

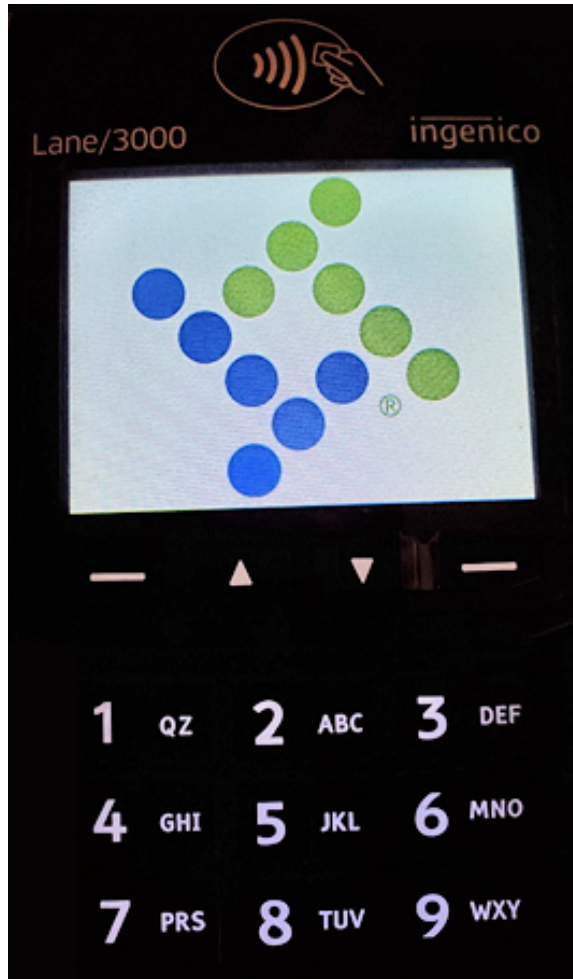
- » **Workstation Device** – There are two options you can select for the Workstation Device, the Lane 3000 and Lane 5000.
- » **Device IP Address** – Enter the device's IP address appended with **:50000** (see the screen shot above for an example). The **:50000** must immediately follow the IP address, with no added space, or the configuration will not work.

To retrieve the device's IP address, do the following:

- » Using the Ethernet cables provided, plug the terminal into a known working network. The adapter with which to connect the device to an outlet is provided with each device.

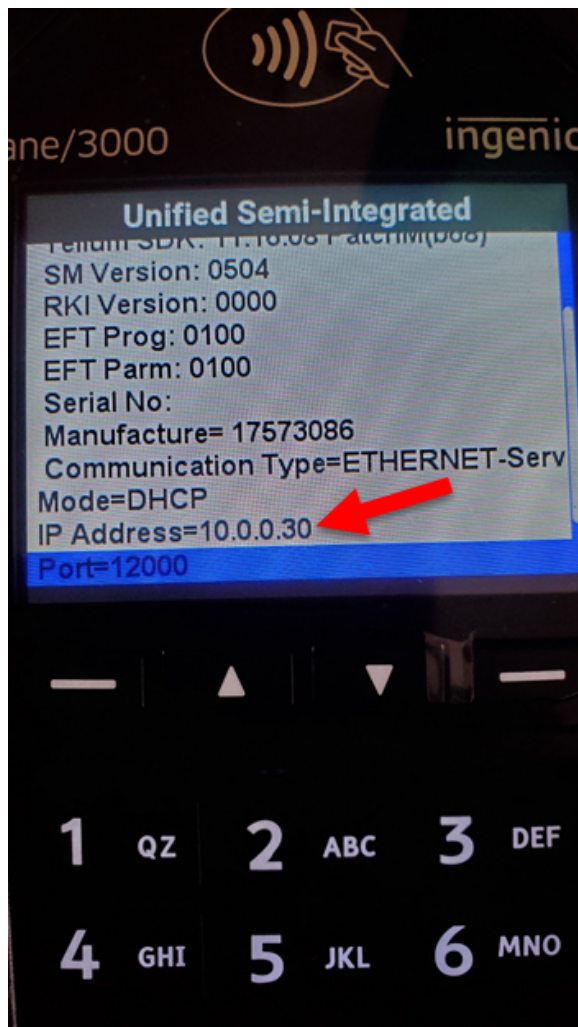
- » Power up the device and verify that it boots up to the OFFLINE.K3Z screen and displays the Tyler Logo (as shown below).

**Note:** Although the screen shots included in this section depict the Lane 3000, the process is the same for the Lane 5000.



- » On the device's keypad, press 0+0+0+0 to display the BOOT.K3Z screen.

The **IP Address** displays as show below.





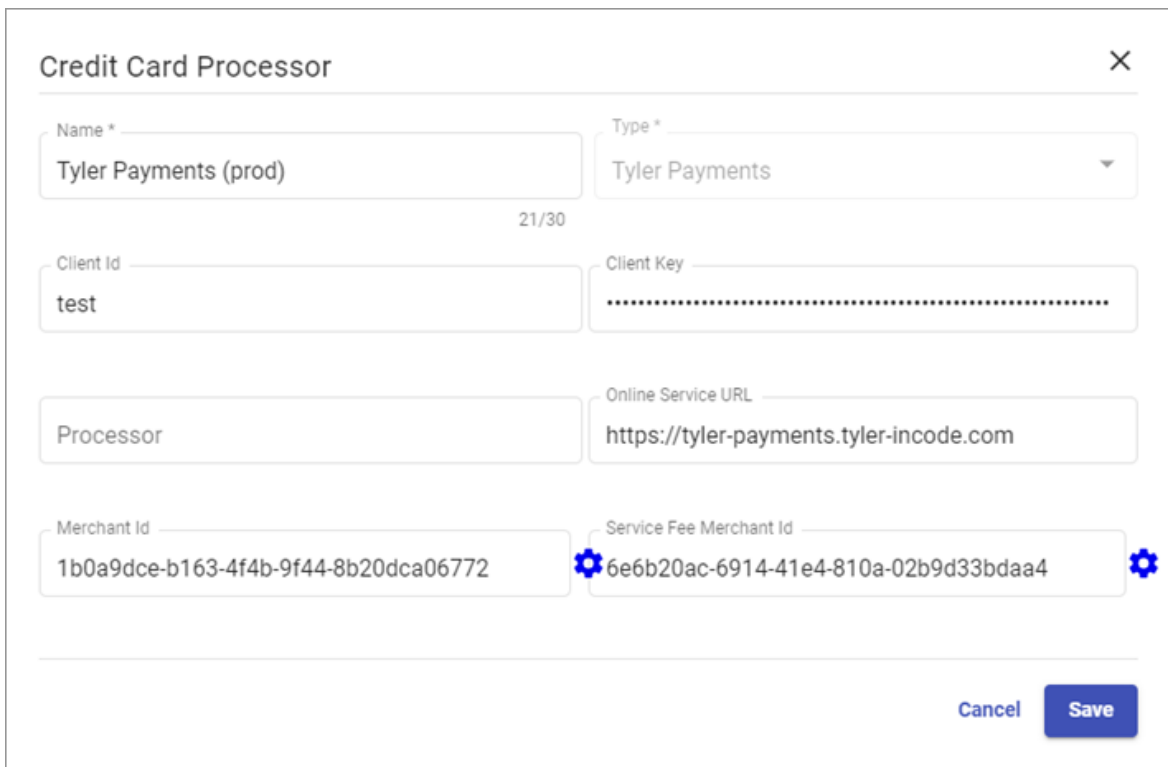
- » **Supported Payment Method** – This should always be Credit.

13. Click **Save Changes**.

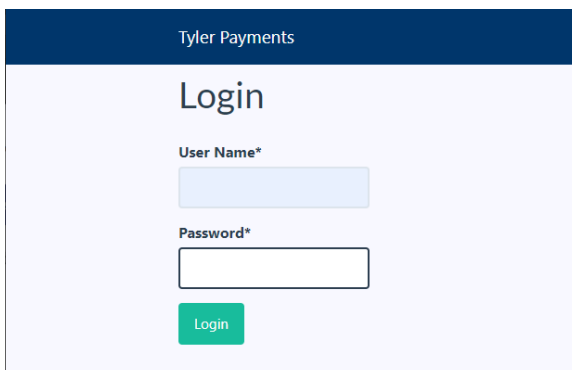
## Configure the Tyler Payments Merchant

Once you've added your device, you can configure the Tyler Payments merchant.

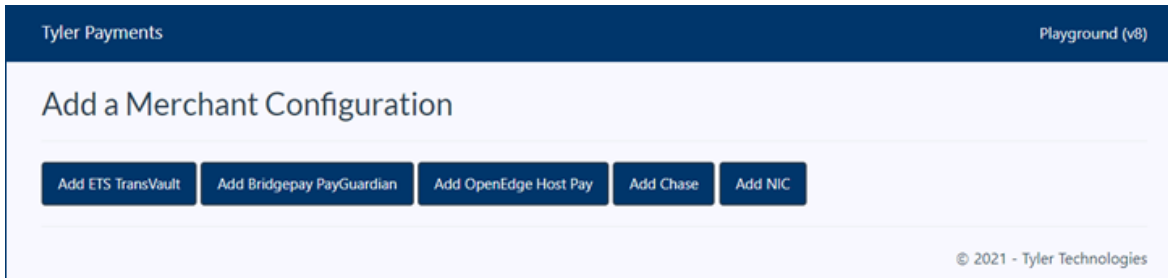
1. Open the credit card processor in Edit mode (i.e., click its Edit  button).
2. Click the gear  icon associated with the **Merchant Id**.



3. Log in using your client ID as the **User Name** and your client key as the **Password**.

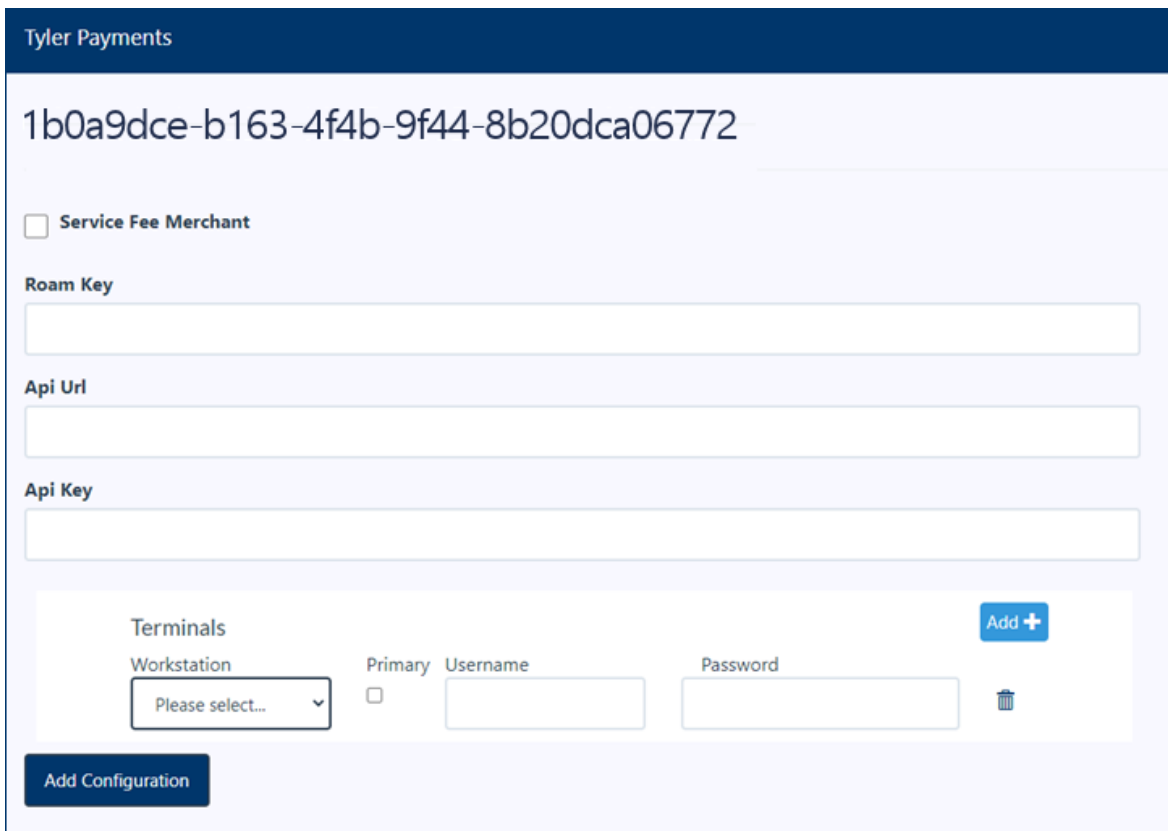


4. If necessary, select your merchant configuration (e.g., Add Chase).



5. The Tyler Payments merchant configuration page will open with the merchant ID at the top of the page.

Ensure that the **Roam Key**, **Api Url**, and **Api Key** fields are populated. For these field values, refer to the Merchant Account Info document (Microsoft Excel) provided by Tyler.



6. In the **Terminals** section, click the **Workstation** drop-down located at the bottom of the page and select the appropriate device (i.e., the device you created via the Set Up the Credit Card Device section above).

7. If this is the first workstation configured, mark the **Primary** check box.

**Note:** If there is only one workstation, it must be flagged as **Primary**. If there are multiple workstations, one of them must be marked as **Primary**.

**Note:** If you are using multiple devices for the merchant (e.g., a device per workstation), you can add devices by clicking the **Add** button on the right side of the screen and selecting a different device. The device that came in a box marked with a "01" is your primary device. For every device added, you must enter a separate user name and password.

8. Enter a **Username** and **Password**. For the merchant being set up, match the number on the box the device came in with the information in the Merchant Account Info (Microsoft Excel) document.
9. Click **Add Configuration**.

All of the devices you added will show up in the **HSN** drop-down list in the Tyler Cashiering Hardware Console (see below).

## Set Up the Hardware Console

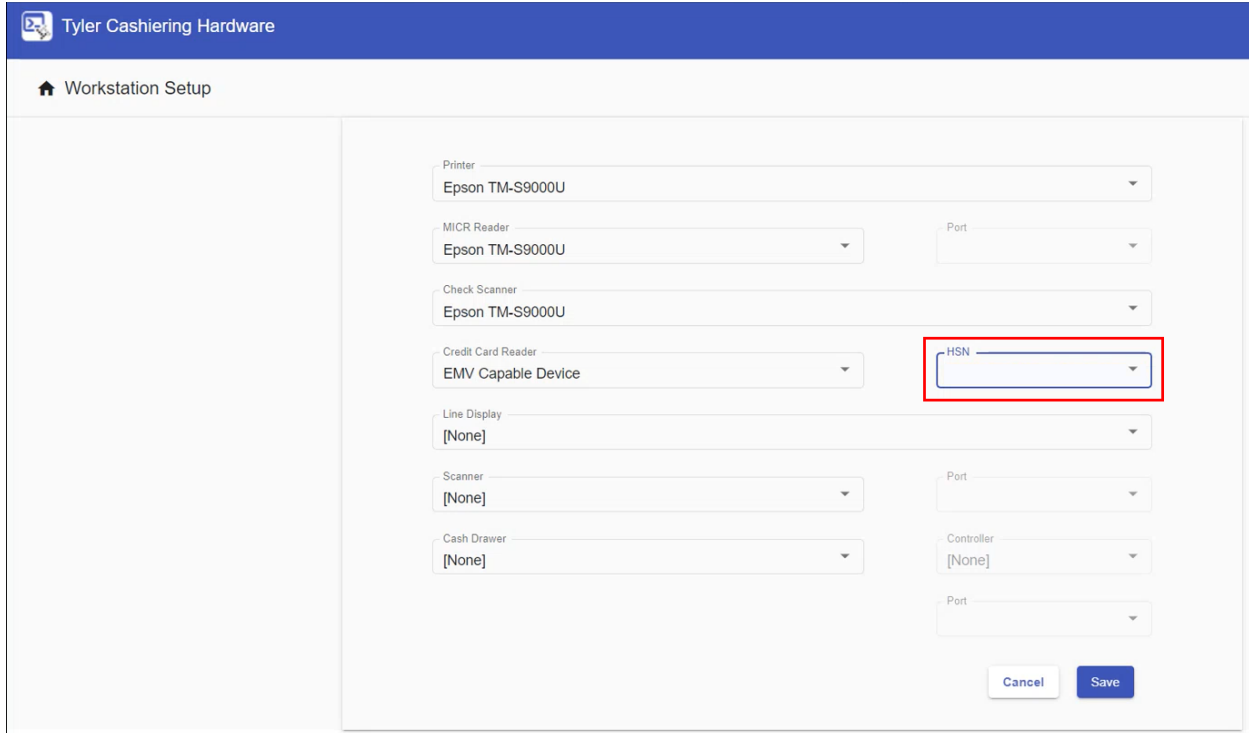
Now that the Workstation ID has been configured, every cashier workstation that requires access to the Tyler Payments credit card processing device must be set up to reference the workstation device.

This is done via the hardware console. Open the hardware console, select the hardware device you will use to process Tyler Payments credit card payments, and then select the Tyler Payment CCP Workstation ID (as described above) in the **HSN** field. The drop-down contains all the credit card devices set up in the Credit Card Processors module. Then click **Save**.

Multiple workstations can use the same device by using the same HSN device in the Hardware Console setup.

**Note:** The **Credit Card Reader** field value must be **EMV Capable Device**.





The screenshot shows the 'Tyler Cashiering Hardware' workstation setup interface. It includes several configuration fields: Printer (Epson TM-S9000U), MICR Reader (Epson TM-S9000U), Check Scanner (Epson TM-S9000U), Credit Card Reader (EMV Capable Device), Line Display ([None]), Scanner ([None]), and Cash Drawer ([None]). There are also fields for Port, Controller, and another Port. The 'HSN' dropdown menu is highlighted with a red box. 'Cancel' and 'Save' buttons are at the bottom right.

## Create a Tyler Payments Tender Type

[Administration > Tender Types](#)

To make payments in Tyler Cashiering using the Tyler Payments CCP, you must create a dedicated credit card tender type.

When creating the tender type, please note the following:

- » The **Fee Schedule** is available regardless of device types (Lane 3000 or Lane 5000), and it supports both internally collected and externally collect type fees;

**Note:** If enabled, the **Fee Schedule** (General tab) attribute should not be used or activated unless your Agency’s agreement with Tyler for merchant services authorizes the use of a fee. If a fee is authorized, the fee must be entered exactly as defined in the contract between the agency and Tyler in the executed merchant service agreement.

Tender type
✕

General
Advanced
Check Endorsement

---

Name \*  
tpNoFee 7/10

Description \*  
Tyler Payments No Fee 21/30

Active

Type  
Credit Card

Minimum tender amount  
\$0.00 0/10

Maximum tender amount  
\$0.00 0/10

Fee schedule  
Svc Fee

External reference  
0/20

Reset Save

- » Tyler Payments supports debit PINs. To use this feature, turn on the **Allow Debit PIN** switch.
- » The **Card not Present** option is available with the device, but it is not controlled by this setting in the Tender Types module;
- » **Real-time authorization** must be enabled;
- » The correct Tyler Payments CCP must be selected as the **Processor**;
- » If **Receipt Signatures** is enabled, you must use the Lane 5000 device. Options for this feature include None (no signature capture), Signature Line (prints a line on the receipt), and Captured Signature (customer signs on the device).

The screenshot shows the 'Tender type' configuration window for Tyler Payments credit card processing. The window has three tabs: 'General', 'Advanced', and 'Check Endorsement'. The 'Advanced' tab is active. Under the 'Processing' section, there are four toggle switches: 'Open cash drawer' (off), 'Allow debit PIN' (off), 'Card Not Present' (off), and 'Real-time authorization' (on). Below these are two dropdown menus: 'Processor' set to 'Tyler/Chase' and 'Receipt signatures' set to 'None'. The 'Required fields' section includes several toggle switches and dropdown menus: 'Credit card number' (off), 'Cardholder name' (off), 'Consolidate address to one line' (off), 'Cardholder mailing address' (None), 'Cardholder email address' (None), 'Cardholder telephone number' (None), and 'Cardholder driver's license number' (None). At the bottom right, there are 'Reset' and 'Save' buttons.

## Processing a Tyler Payments Credit Card Payment

**Note:** To process Tyler Payments credit card payments, the Hardware Console must be running on the workstation at which payments are processed. Also, the HSN must be defined. See [Set Up the Hardware Console](#) above.

When processing a Tyler Payments credit card payment in Tyler Cashiering, as soon as the Tyler Payments credit card tender is selected, no additional entry is required in Tyler Cashiering. The cashier clicks **Complete** and entry is transferred to the credit card reading device.

At that point, the cashier/customer would follow the instructions on the device to verify the payment amount, insert/swipe the credit card, add signature, etc.

When entry at the device is completed, the Tyler Cashiering Done screen will open, allowing the cashier to complete the payment.

**Note:** Similarly, when a Tyler Payments credit card payment is voided in Tyler Cashiering, the credit card reader is engaged, requiring cashier/customer action to complete the transaction.

**TABLE OF CONTENTS**

**TABLE OF CONTENTS** ..... 2

**CHASE PAYMENTECH** ..... 3

    LOGGING IN AND NAVIGATING PAYMENTECH ..... 3

    PAYMENTECH TRANSACTION SEARCH ..... 4

    PAYMENTECH CHARGEBACK MANAGEMENT ..... 6

    CHASE PAYMENTECH REPORTS ..... 8

    RECONCILE TO YOUR BANK STATEMENT ..... 12

## CHASE PAYMENTECH

### Paymentech Online

- Comprehensive reporting
- Research specific transactions
- Manage Chargebacks

## LOGGING IN AND NAVIGATING PAYMENTECH

Go to the Chase Paymentech website: <https://my.paymentech.net/PTO/initialize>

Enter Chase-provided credentials and click 'Secure Login.'

Paymentech Online

REPORT CENTER | TRANSACTION HISTORY | CHARGEBACK MGMT | BANK INFO | RESOURCES

Paymentech Online Home | Report Center

Paymentech Online  
 ▶ Online Tutorials  
 ▶ Optimize Your Reports

→ **Paymentech Online Report Center**  
 Paymentech Online Report Center provides you fast and comprehensive access to your reports.

**Need Help with this application?**

Here is your link to online reporting information. Highlights of the Paymentech Online Report Center include:

- Fast access to transactional data online
- Delivery of detailed and summary reports are only a click away
- Reports available on a daily, weekly, monthly and/or fiscal cycle
- View comprehensive reporting online or on paper
- And so much more

[Go to My Reports List 1](#)

## PAYMENTECH TRANSACTION SEARCH

Once you are logged in to the site, click “Transaction History” on the top navigation menu.

Paymentech Online

REPORT CENTER | TRANSACTION HISTORY | CHARGEBACK MGMT | BANK INFO | RESOURCES

Paymentech Online Home | Report Center

Paymentech Online  
 ▶ Online Tutorials  
 ▶ Optimize Your Reports

→ **Paymentech Online Report Center**  
 Paymentech Online Report Center provides you fast and comprehensive access to your reports.

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- Reports available on a daily, weekly, monthly and/or fiscal cycle
- View comprehensive reporting online or on paper
- And so much more

[Go to My Reports List 1](#)

Financial Reconciliation Training - Reference Guide

Enter:

- Reference # (Can be found in the Tyler Payments Checkout Administration > Transaction History > click a transaction > Processing tab > Transaction ID field")
- **OR** the full credit card number (This would have to be provided by the payer)
- **AND** MID/TD # (provided to the Financial Contact on your merchant account via secure message)

Click "Search"

**Transaction Query**  
Data is available for all transactions processed after 07/10/2014. Chargeback and Return information is retained approximately 2 years.

**TRANSACTION QUERY** | QUERY RESULTS

**\*Please Note\***  
Due to scheduled maintenance on February 11, 2015 from 5 a.m. ET until 8 a.m. ET, there may be a delay in delivery of daily reporting and delimited file reporting for the activity 2/10/15. If these reports are not already available in the early morning on Wednesday, 2/11/15, they will be available by late morning. On demand reports requested during this maintenance window will begin generating after the maintenance is completed. Thank you for your patience.

**Primary Search Criteria** (please select at least one criteria)

Account #  Acct Type  Account #  **Reference # (23 digits)**   
 Account # First 6/Last 4  **Merchant Order #**  **Sequence #**   
 Transaction #  Visa

**Optional Search Criteria**

Date Range (mm/dd/yyyy) From  To  Terminal #   
 Company #  Batch #   
 Business Unit #  RFDI #   
 Transaction Division #  PID   
 Alternate ID #  Transaction Amount   
 Transaction Type Select One...  Debit Trace #   
 Method of Payment  Fraud Score ID

Clear Search

Results screen provides detail for every transaction  
 AC Column is the transaction type: DP - Deposit, AU - Authorization

**Transaction Query Results**  
Select a transaction to view detail. The menu below the transaction listing provides access to more specific information. To start a new search, click on the 'Transaction Query' tab.

TRANSACTION QUERY | QUERY RESULTS

AC	Account #	RFDI #	Order #	Prod Date	Amount	ST	Company #	TD #	D.A.N-P-C-L
DP	XXXXXXXXXXXX07711		374COLEMAN	02/09/2015	4.27	RD	70725		1-1-1-0-0-1
DP	XXXXXXXXXXXX07711		374COLEMAN	02/09/2015	170.78	RD	70725		1-1-1-0-0-1
AU	XXXXXXXXXXXX07711		374COLEMAN	02/09/2015	170.78	RD	70725		0-1-1-0-0-3
AU	XXXXXXXXXXXX07711		374COLEMAN	02/09/2015	4.27	RD	70725		0-1-1-0-0-3

All Transactions - Print View Page 1 of 1

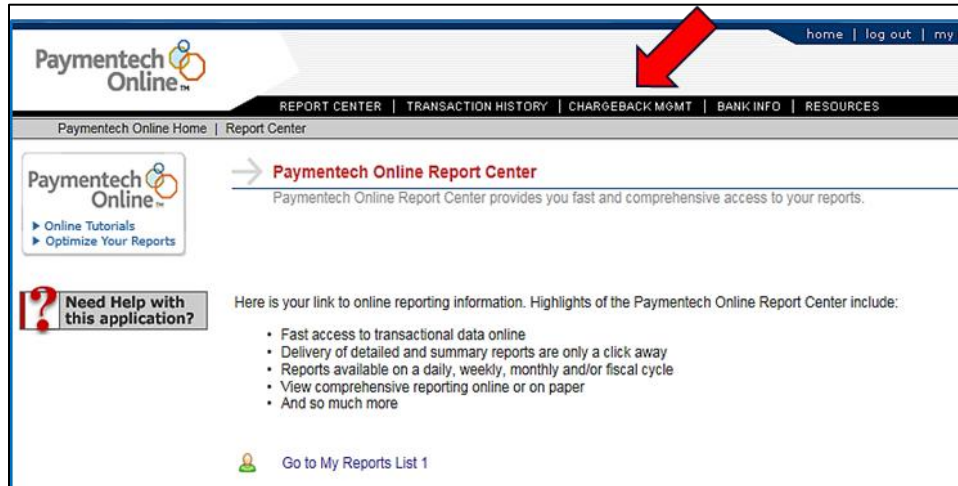
**General Information**

Business Unit # 505195  
 TD Name  
 MOP V1  
 Transaction Date 02/09/2015

## PAYMENTECH CHARGEBACK MANAGEMENT

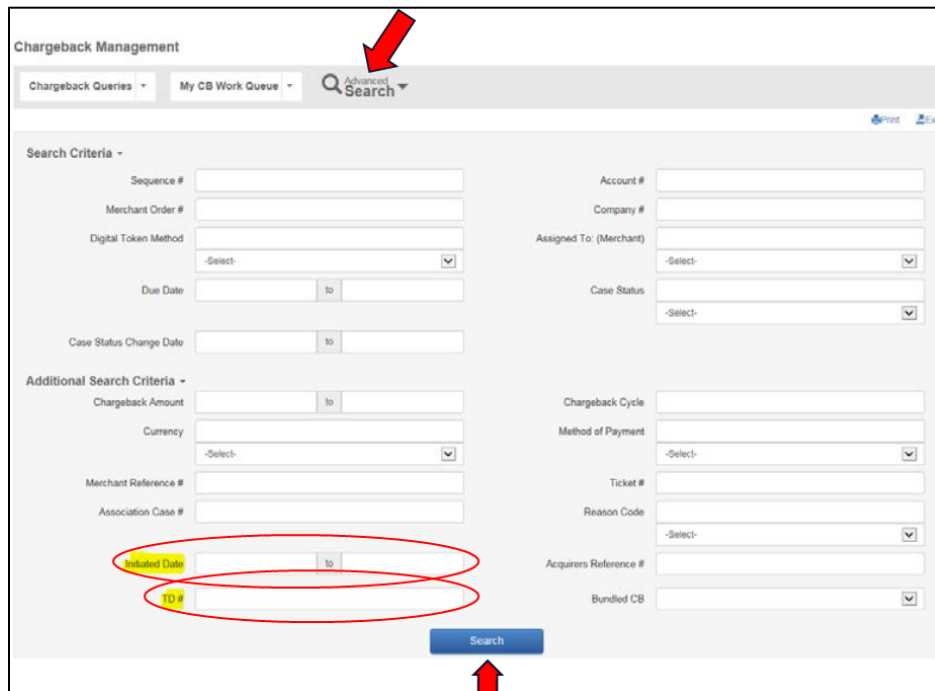
Chargeback role must be assigned to user to view this menu item.

Click “Chargeback Mgmt” to begin.



Select Advanced Search and enter the following parameters, then click “Search”

- TD# (aka MID#)
- Initiated Date range





From the List of chargebacks returned from search. Select the Sequence Number of the item you want to review in detail

**Chargeback Search Query**

All  B Query:  RR Query:  Print Options:  Assign Cases:

Total Item(s) **37**

	Sequence Number	Account Number	Merchant Order Number	Method of Payment	Reason Code	Due Date ▲	CB Amount (Presentment) ▼	Curr
<input type="checkbox"/>	<a href="#">258896922</a>		000041399-1	VI	83	01/15/2014	11.47	(USD)
<input type="checkbox"/>	<a href="#">260931502</a>		000046971-1	MC	34	02/19/2014	12.91	(USD)
<input type="checkbox"/>	<a href="#">262233070</a>		000202003-3	MC	31	03/11/2014	0.29	(USD)

Details screen of individual chargeback. Select to Accept or Challenge the item from the Available Actions menu.

**Chargeback Management**  
Case Information

Assign To:   Assigned To (Merchant):  Assigned To (Chase Paymentech):

Print:

Company: Tyler Technologies, Inc. #70725 BU: TXOFS TF OFS Tyler Fee Transaction Division: TXOFS TF OFS Tyler Fee

Sequence #: 258896922 Case #: 81844221 Issuer Msg: UNAUTHORIZED Alternate ID #:

Due Date: 01/15/2014 Case Status Change Date: 01/15/2014 Case Status: CB\_EXP - CB RTM Time Frames

Chargeback Info	Original Transaction Info
CB Amount (Presentment): 11.47 (USD)	Original Transaction Amount: 11.47 (USD)
Account #	Account #
Original Transaction Date	Original Transaction Date: 12/03/2013*
Reason Code Description: 83 - FRAUD TRANS-CARD NOT PRESENT TRANS	POS Transaction Date
MOP: VISA	Merchant Order #
Acquirer's Reference #: 2469216337000130966768	POS Entry Mode: 01
Merchant Reference #: 13096676	Acquirer's Reference #: 2469216337000130966768
MCC Code: 9211	Merchant Reference #: 13096676
Sale/Refund (S/R): S	MCC Code: 9211
Card Association Usage Code: 1	Sale/Refund (S/R): S
CB Cycle: 1	Terminal ID
Case Sibling ID	Batch #

Available Actions:

Related Transactions: [Sales](#) [Refunds](#) [Authorizations](#) [Chargebacks](#) [Retrievals](#)

Provide a brief statement of dispute and upload supporting documents.

When uploading files, ensure that the copies of supporting documentation are clear and legible. Files that do not meet certain parameters will result in an error message.

- No password protection
- No color copies
- Specific file types
- Standardized naming conventions

It is the merchant's responsibility to check all uploaded documents to ensure they can be opened, viewed, and contain the appropriate information.

**Challenge Case**  
Enter the necessary information below.

To submit this case to Chase Paymentech for possible representation, it is recommended that you add a document and then click submit. You can also enter comments in support of the case, however comments are not required.

Comment:

*Certain user actions indicated below may cause a decline of a challenged chargeback. Please refer to the Online Chargeback Management Guide for further detail:*

- Renaming file from its original extension (may cause data integrity issues)
- Uploading color images
- Uploading password protected or otherwise secure documents

Upload Document:

## CHASE PAYMENTECH REPORTS

Save reports on a regular basis. Prioritize saving the reports used when reconciling.

Chase keeps records up to 6 months.

Daily reports are available for 35 days.

Monthly and on demand reports remain available for 3 months.

**Paymentech Online**  
 ▶ Online Tutorials  
 ▶ Optimize Your Reports

**Report Center**  
 Please select one of the following available reports to view and access.

**My Reports | Tyler Technologies, Inc (70725)**

**My Reports List**

**Available Folders**  
 Reports are available for the past 35 calendar days. Reports are available for dates shown in **RED**. Please select a date.

<< November 2014 >>

November 2014						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

On Demand  
 Weekly

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**Available reports**

## ACT-0010 – Deposit Detail

- Frequency: Daily
- Purpose: Displays individual transactions that comprise the daily deposit. Used to reconcile.

## FIN-0010 – Deposit Activity Summary

- Frequency: Daily
- Purpose: Snapshot of daily deposit by payment type. Also identifies returns and effective date of deposit. Can be used to validate daily deposit to the bank account.

## FIN-0025 – Financial Activity Summary

- Frequency: Daily or Monthly
- Purpose: Runs Month-to-Date to show daily summary of transactions, returns and effective deposits. Used to reconcile daily deposits to bank account and identify NSF's or Chargebacks.

## PDE-0017 – Chargeback Activity

- Frequency: As Needed
- Purpose: Used to identify Chargebacks

## PDE-0018 – ECP Returns Activity

- Frequency: As Needed
- Purpose: Used to identify NSF's for eChecks



Available in the Chase Paymentech website.

Consists of transactions captured through Chase for previous business day. You can tie the Merchant order number to transactions in Easy Pay and Enterprise Payments.

**CHASE Paymentech**  
 4 Northeastern Boulevard, Salem, NH 03079-1952  
 Tel (603) 896-8333. Email: Merchant\_Services@Chasepaymentech.com

**Deposit Detail (ACT-0010)**

Transaction: Tyler County  
 Currency Pair: Presentation: USD - U.S. Dollars/ Settlement: USD - U.S. Dollars  
 Reporting Period: From 01/06/2014 through 01/06/2014

Submission Date	PID #	PID Short Name	Submission #	Record #	TD #	Merchant Order #	RDFI #	Account #	Expire Date	Amount	MOP	Action Code	Transaction Type	Auth Date	Auth Code	Auth Response Code	Consumer Bank Country Code	Trace #
01/06/2014	12345	gate04	40106.0D0Dg	3345	123456	000129530-1			07/16	2.00	MC	DP	7	01/06/2014	02843G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3421	123456	000129981-1			07/16	2.00	MC	DP	7	01/06/2014	02657G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3453	123456	000130125-1			11/15	2.00	VI	DP	7	01/06/2014	04128G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3477	123456	000130233-1			11/16	12.00	MC	DP	7	01/06/2014	49405P	100		
01/06/2014	12345	gate04	40106.0D0Dg	3543	123456	000130519-1			03/14	292.00	VI	DP	7	01/06/2014	09212G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3555	123456	000130606-1			05/16	7.00	VI	DP	7	01/06/2014	00635I	100		
01/06/2014	12345	gate04	40106.0D0Dg	3683	123456	000131088-1			02/15	2.00	VI	DP	7	01/06/2014	09805G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3707	123456	000131178-1			01/17	2.00	VI	DP	7	01/06/2014	062310	100		
01/06/2014	12345	gate04	40106.0D0Dg	3717	123456	000131209-1			06/16	2.00	MC	DP	7	01/06/2014	56885K	100		
01/06/2014	12345	gate04	40106.0D0Dg	3723	123456	000131220-1			05/14	2.00	MC	DP	7	01/06/2014	01742E	100		
01/06/2014	12345	gate04	40106.0D0Dg	3745	123456	000131296-1			10/14	2.00	VI	DP	7	01/06/2014	045912	100		
01/06/2014	12345	gate04	40106.0D0Dg	3751	123456	000131316-1			03/15	9.00	MC	DP	7	01/06/2014	81597K	100		
01/06/2014	12345	gate04	40106.0D0Dg	3769	123456	000131388-1			09/13	2.00	VI	DP	7	01/06/2014	06445G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3781	123456	000131422-1			11/16	2.00	VI	DP	7	01/06/2014	03925G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3789	123456	000131438-1			09/13	2.00	VI	DP	7	01/06/2014	06760G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3801	123456	000131506-1			06/14	2.00	MC	DP	7	01/06/2014	04591B	100		
01/06/2014	12345	gate04	40106.0D0Dg	3807	123456	000131524-1			07/17	2.00	VI	DP	7	01/06/2014	59880B	100		
01/06/2014	12345	gate04	40106.0D0Dg	3829	123456	000131632-1			10/14	2.00	VI	DP	7	01/06/2014	03372G	100		
01/06/2014	12345	gate04	40106.0D0Dg	3839	123456	000131657-1			05/14	2.00	MC	DP	7	01/06/2014	09168E	100		
01/06/2014	12345	gate04	40106.0D0Dg	3907	123456	000131909-1			04/14	2.00	MC	DP	7	01/06/2014	01479J	100		
01/06/2014	12345	gate04	40106.0D0Dg	3935	123456	000131969-1			06/15	2.00	MC	DP	7	01/06/2014	620365	100		





## RECONCILE TO YOUR BANK STATEMENT

There are two options to reconcile to your bank statements

- Option 1: FIN-0025 Financial Activity Summary (Monthly)
- Option 2: FIN-0010 Deposit Detail (Daily)

### Option 1: Sample Client Chase Activity – FIN-0025

- Run Month-to-Date
- Net Settled: The transactions total processed for that day
- Effective Transfer: The total to be deposited for that day

CHASE Paymenttech  
 4 Northeast Boulevard, Salem, NH 03079-1922  
 Tel: (603) 896-8333, Email: Merchant\_Services@Chasepaymenttech.com

Financial Activity Summary (FIN-0025)  
 Currency: USD - U.S. Dollars  
 Reporting Period: From 04/01/2017 through 04/27/2017

Merchant Activity Date	Net Conveyed Deposits	Net Settled	Chargeback/ECP Returns/Debit Adjustments (Net)	Interchange & Assessment Fees	Paymenttech Fees	Other Adjustments	Back Up Withholding Adjustments	Reserve Adjustments	Net Financial Activity	Rejected Transfers	Daily Ending Balance	Pending Transfer	Effective Transfer	Reserve Balance
4/1/2017	0	0	0	0	0	0	0	0	0	0	225.00	0	225.00	0
4/2/2017	0	0	0	0	0	0	0	0	0	0	225.00	0	225.00	0
4/3/2017	0	0	0	0	0	0	0	0	0	0	125.00	0	125.00	0
4/4/2017	0	25.00	0	0	0	0	0	0	25.00	0	25.00	0	125.00	0
4/5/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	0	25.00	0
4/6/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	0	25.00	0
4/7/2017	0	0	0	0	0	0	0	0	0	0	0	0	25.00	0
4/8/2017	0	0	0	50.00	0	0	0	0	50.00	0	0	0	0	0
4/9/2017	0	0	0	25.00	0	0	0	0	25.00	0	0	0	0	0
4/10/2017	0	0	0	0	0	0	0	0	0	0	0	0	25.00	0
4/11/2017	0	50.00	0	0	0	0	0	0	50.00	0	0	0	0	0
4/12/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	0	0	0
4/13/2017	0	0	0	0	0	0	0	0	0	0	25.00	0	0	0
4/14/2017	0	0	0	0	0	0	0	0	0	0	0	0	50.00	0
4/15/2017	0	0	0	0	0	0	0	0	0	0	0	0	15.00	0
4/16/2017	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4/17/2017	0	50.00	0	0	0	0	0	0	50.00	0	0	0	0	0
4/18/2017	25.00	50.00	0	0	0	0	0	0	75.00	0	0	0	0	0
4/19/2017	0	50.00	0	0	0	0	0	0	50.00	0	0	0	0	0
4/20/2017	0	50.00	0	0	0	0	0	0	50.00	0	0	0	0	0
4/21/2017	50.00	50.00	0	0	0	0	0	0	100.00	0	0	0	0	0
4/22/2017	0	0	0	0	0	0	0	0	0	0	0	100.00	0	0
4/23/2017	0	0	0	0	0	0	0	0	0	0	0	100.00	0	0
4/24/2017	0	0	0	0	0	0	0	0	0	0	0	50.00	0	0
4/25/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	0	25.00	0
4/26/2017	25.00	0	0	0	0	0	0	0	0	0	0	25.00	0	0
4/27/2017	0	0	0	0	0	0	0	0	0	0	0	0	25.00	0
Totals	100.00	425.00	0	0	0	0	0	0	425.00	0	0	0	650.00	0

### Option 2: Sample Client Chase Activity – FIN-0010

- Run daily

- Shows the total deposit by payment type, total deposit, and the date the deposit becomes effective



4 Northeastern Boulevard, Salem, NH 03079-1952  
Tel (603) 896-8333. Email: Merchant\_Services@Chasepaymenttech.com

Page 2820 of 2904  
Rpt Gen: 4/13/2017 03:03:05 am ET

**Deposit Activity Summary (FIN-0010)**  
Tyler test - FTI# 9!

Currency Pair: Presentment: USD - U.S. Dollars/ Settlement: USD - U.S. Dollars  
Reporting Period: From 04/12/2017 through 04/12/2017

Financial Summary						
Successful Deposits	Sales Count	Sales Amount	Refund Count	Refund Amount	Total Deposit	Total Net Deposit
<b>Total Successful Deposits</b>	2	50.00	0	0	2	50.00
<b>Settled Deposits</b>						
VISA	1	25.00	0	0	1	25.00
MasterCard	1	25.00	0	0	1	25.00
<b>Total Settled Deposits</b>	2	50.00	0	0	2	50.00
Fees & Adjustments Summary						
Total Settled Deposits Net Amount						50.00
Net Financial Activity						50.00
Transfer Summary						
	FTI #	FT #	Net Activity Date Range	Effective Date	Transfer Amount	
Pending Transfers	3313426	11351575505	4/12/2017 thru 4/12/2017	04/14/2017	50.00	
<b>Total Effective Transfer</b>					0	



EX2

Option 1:  
FIN-0025 Report

Page 004 of 041  
Rep Gen: 5/3/2017 14:30:08

Currency Pair: Pre-Settlement: USD - U.S. Dollars / Settlement: USD - U.S. Dollars  
Reporting Period: From 04/01/2017 through 04/30/2017

Successful Activity Date	Net Covered Deposits	Net Settled	Chargeback/CFR Refund/Debit Adjustments (Net)	Interchange & Assessment Fees	Paymentech Fees	Other Adjustments	Back Up Withholding Adjustments	Reserve Adjustments	Net Financial Activity	Rejected Transfers, Daily Ending Balance	Pending Transfer	Effective Transfer	Reserve Balance
4/1/2017	0	0	0	0	0	0	0	0	0	0	225.00	0	0
4/2/2017	0	0	0	0	0	0	0	0	0	0	225.00	0	0
4/3/2017	0	0	0	0	0	0	0	0	0	0	175.00	100.00	0
4/4/2017	0	25.00	0	0	0	0	0	0	25.00	0	25.00	125.00	0
4/5/2017	0	25.00	0	0	0	0	0	0	25.00	0	50.00	0	0
4/6/2017	0	25.00	0	0	0	0	0	0	25.00	0	25.00	0	0
4/7/2017	0	0	0	0	0	0	0	0	0	0	0	25.00	0
4/8/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
4/9/2017	0	0	0	0	0	0	0	0	0	0	0	25.00	0
4/10/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
4/11/2017	0	30.00	0	0	0	0	0	0	30.00	0	0	0	0
4/12/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	0	0
4/13/2017	0	0	0	0	0	0	0	0	0	0	0	50.00	0
4/14/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
4/15/2017	0	0	0	0	0	0	0	0	0	0	0	50.00	0
4/16/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
4/17/2017	25.00	30.00	0	0	0	0	0	0	55.00	0	0	0	0
4/18/2017	0	30.00	0	0	0	0	0	0	30.00	0	0	0	0
4/19/2017	0	30.00	0	0	0	0	0	0	30.00	0	0	0	0
4/20/2017	0	30.00	0	0	0	0	0	0	30.00	0	0	0	0
4/21/2017	30.00	30.00	0	0	0	0	0	0	60.00	0	0	0	0
4/22/2017	0	0	0	0	0	0	0	0	0	0	0	100.00	0
4/23/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
4/24/2017	0	0	0	0	0	0	0	0	0	0	0	30.00	0
4/25/2017	0	25.00	0	0	0	0	0	0	25.00	0	0	30.00	0
4/26/2017	25.00	0	0	0	0	0	0	0	0	0	0	25.00	0
4/27/2017	0	0	0	0	0	0	0	0	0	0	0	25.00	0
4/28/2017	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	100.00	425.00	0	0	0	0	0	0	425.00	0	0	450.00	0



DDA Cycled Statement Report

As of 04/28/2017  
CUSTOMER ID: TYTECH  
OPERATOR ID: .

Commercial Electronic Office®

04/14/2017 50.00 PAYMENTECH TRANSFER 170414 Tyler Test 00099999  
04/17/2017 25.00 PAYMENTECH TRANSFER 170417 Tyler Test 00099999

Option 2:  
FIN-0010 Report

Financial Summary							Financial Summary						
Successful Deposits	Sales Count	Sales Amount	Refund Count	Refund Amount	Total Deposit	Total Net Deposit	Successful Deposits	Sales Count	Sales Amount	Refund Count	Refund Amount	Total Deposit	Total Net Deposit
Total Successful Deposits	2	50.00	0	0	2	50.00	Total Successful Deposits	1	25.00	0	0	1	25.00
Settled Deposits							Settled Deposits						
VISA	1	25.00	0	0	1	25.00	VISA	1	25.00	0	0	1	25.00
MasterCard	1	25.00	0	0	1	25.00	MasterCard	1	25.00	0	0	1	25.00
Total Settled Deposits	2	50.00	0	0	2	50.00	Total Settled Deposits	1	25.00	0	0	1	25.00
Fees & Adjustments Summary							Fees & Adjustments Summary						
Total Settled Deposits Net Amount							Total Settled Deposits Net Amount						
Net Financial Activity	50.00						Net Financial Activity	25.00					
Transfer Summary							Transfer Summary						
Pending Transfers	FTI #	FT #	Net Activity Date Range	Effective Date	Transfer Amount		Pending Transfers	FTI #	FT #	Net Activity Date Range	Effective Date	Transfer Amount	
	3313426	11351575505	4/12/2017 thru 4/12/2017	04/14/2017	50.00			3313426	11351575505	4/12/2017 thru 4/12/2017	04/14/2017	50.00	
								3313426	11352570258	4/13/2017 thru 4/13/2017	04/17/2017	25.00	
Total Effective Transfer	0						Total Effective Transfer	0					





EXPORTING A REPORT TO TEXT FILE

On any report, scroll to the right-side of the page. Click the Excel icon. You will be prompted to download a text file of the report contents.



Page 1 of 1

Rpt Gen: 10/22/2020 01:40:27 am ET



Consumer Bank Country Code	Digital Token Method	Trace #
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Consumer Bank Country Code	Digital Token Method	Trace #
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Consumer
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## Section 4 Overview

*E. Overview – The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:*

### 4.1 County Liaison / Project Manager

*a. Designate a County Liaison/Project Manager and indicate office location.*

Tyler Project Management is included within this proposal. Please refer to our Tyler Resources section above regarding designation of staff.

Our approach to project governance has been continuously improved during Tyler’s more than 35 years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That’s exactly why we don’t contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project to staff the project with subject matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

#### 4.1.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an Implementation Project. As part of Implementation, each new Tyler client will be provided a project portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler’s client services team for the first year of live processing.

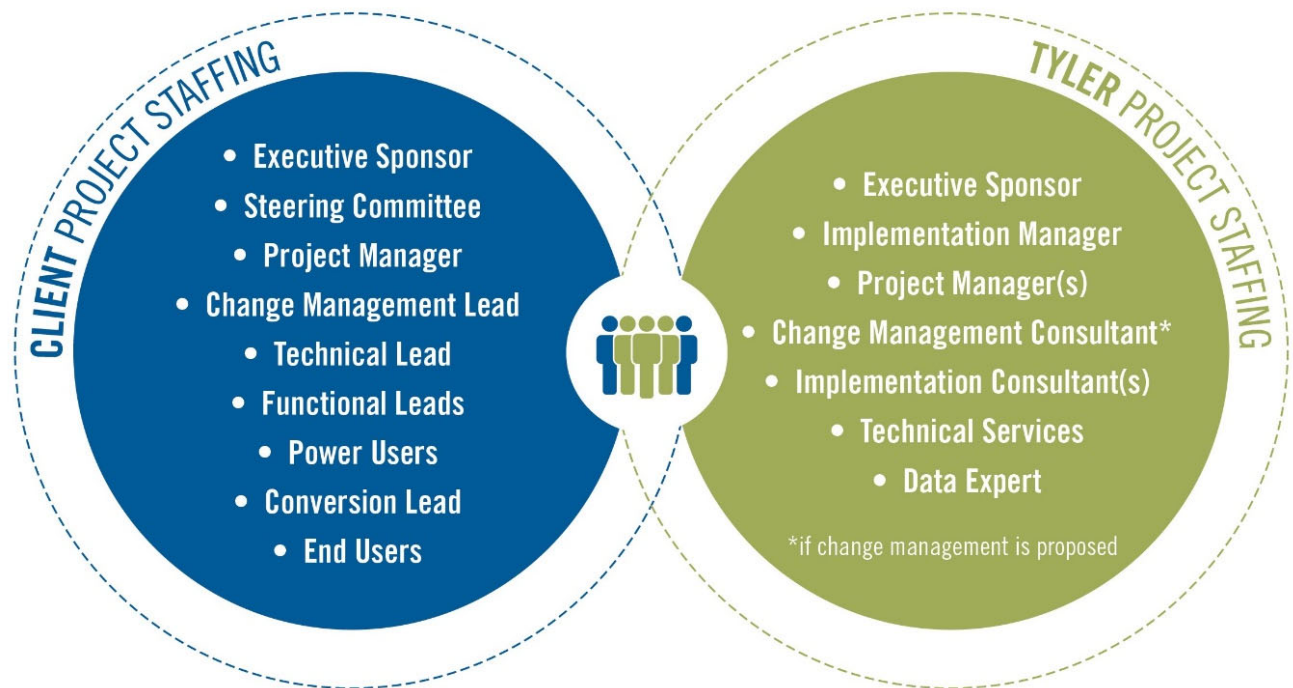
#### 4.1.2 Management and Scope

The Tyler project manager and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler project manager(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

## 4.2 Organization Chart

b. Include the organization chart, functional discipline, and responsibilities of team members. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Project.

Every implementation project is comprised of both client resources and Tyler resources working together at varying levels of involvement to ensure a successful implementation. The chart below outlines each of those resource groups. Please keep in mind that some resources in your organizations may fall into multiple groups.

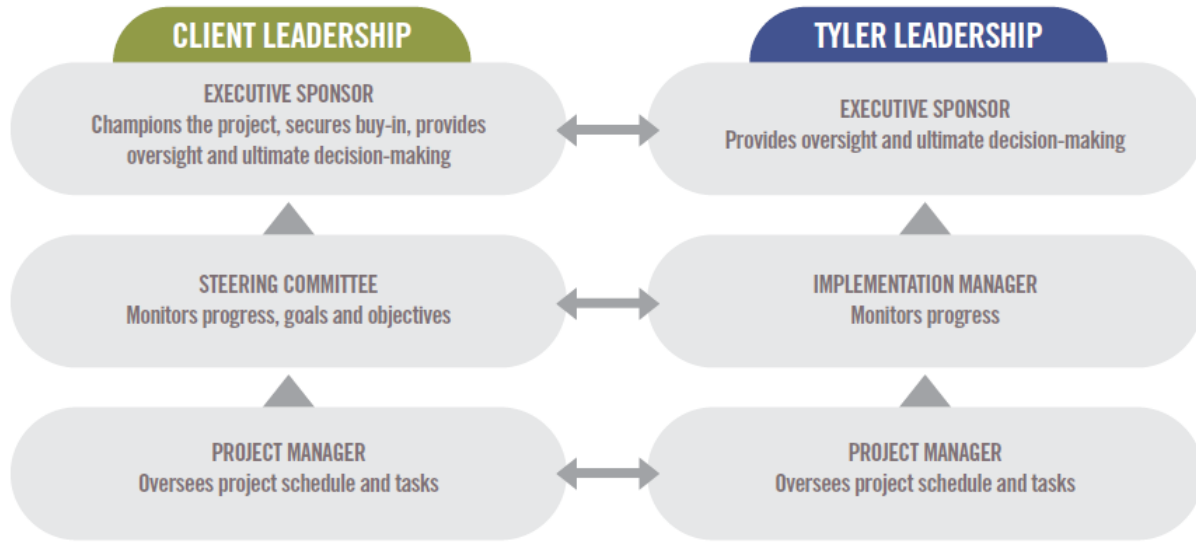


### 4.2.1 Project Governance

Communication and transparency are essential to any successful implementation. Tyler and County resources collaborate to determine core business needs, objectives and priorities. Project teams work together to navigate challenges as they arise according to the escalation paths outlined in the organization charts.

The chart below illustrates an overall team perspective where Tyler and County collaborate to resolve project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and County steering committee become the escalation points to triage responses prior to escalation to County and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. County and Tyler executive sponsors serve as the final escalation point.

### Project Governance Relationships



### 4.3 Project Approach and Specifications

*c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror’s understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror’s firm and firm’s approach to ensure quality control and ability to meet turn-around times set forth herein.*

Tyler’s implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler’s methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective

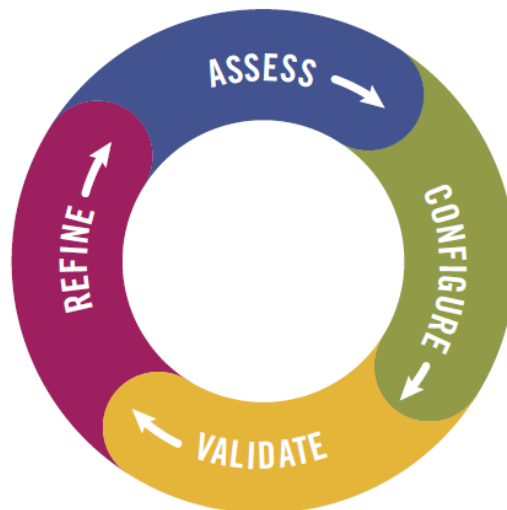
communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

### Tyler’s Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where Client’s business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

### Iterative Project Model

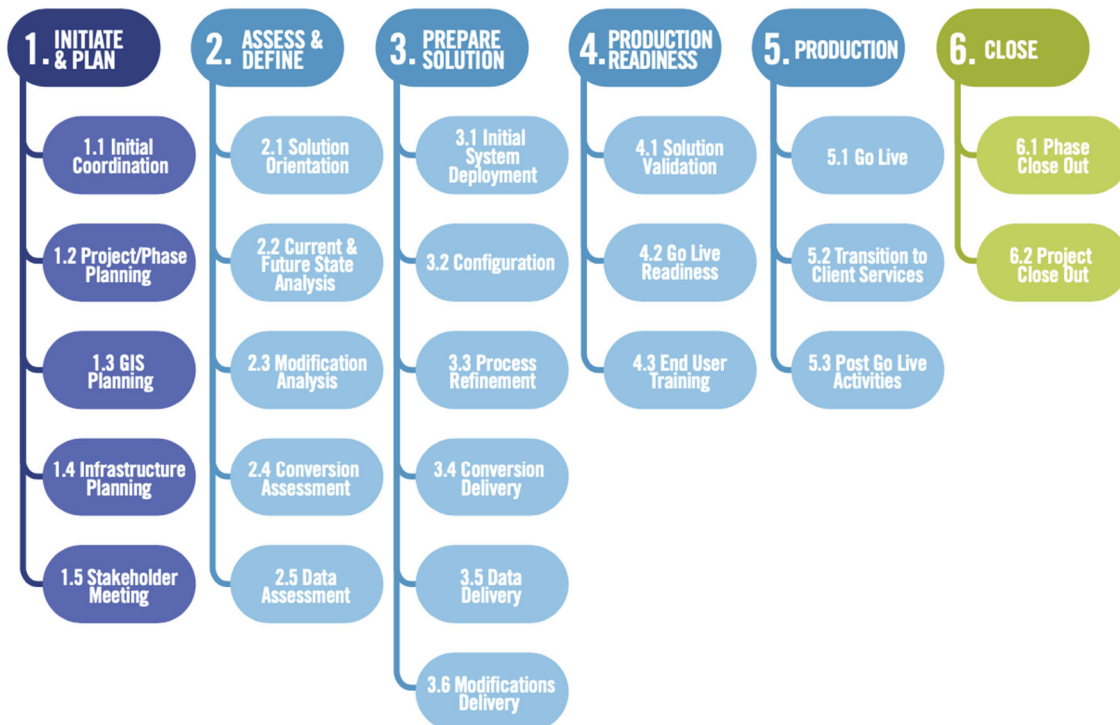


The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project.

### 4.3.1 Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the client.

## Work Breakdown Structure (WBS)



### 4.3.2 Tyler Payments Project Plan

Below is a sample project plan outline for Tyler Payments and our associated approach and key tasks.



#### Sales and Demo

- Customer sees demo, decides to move forward
- Sales Rep provides merchant costs/quote
  - Sales rep works with Internal Sales Specialist (Katrina Noren) on pricing the deal
  - Roger Routh/Shane Shepherd handle sales escalations and pricing assistance
- Customer signs quote and merchant contract with Tyler
  - Sales Rep



### Merchant Onboarding

- Boarding Form and Chase paperwork (required by Chase) gets filled out and submitted to customer for signatures. Includes bank account information, client contacts, types of bills, etc (requires client interaction to complete)
  - Merchant Services/Laurie Murray
- Boarding Form and Chase paperwork submitted to Chase
  - Merchant Services/Laurie Murray
  - Tyler returns the signed paperwork to Chase. Anticipated turnaround for merchant account creation is 7-10 days)
- Chase to communicate Merchant information for client to Tyler
  - Merchant Services/Laurie Murray



### Configuration

- Initiate product deployment process for software solution installation
  - Deployment staff. Munis CSS installed and configured for Tyler Payments
  - Deployment staff. Tyler Cashiering Installed and configured for Tyler Payments
- Initiate product configuration/provisioning process for software solution installation
  - Deployment/Development staff. Provision Tyler Payments Portal



### Implementation

- Implementation alerted that environment is ready
- Implementation/Merchant Services configures merchant details/fees once received
- Client Training and Project Planning
  - Chase Paymentech Online portal training
  - Software training (Munis CSS, Chase Paymentech, etc.)
- Client Testing
- Client Go-Live

### 4.3.3 Quality Control Approach

Quality control is focused on the project's product as opposed to its processes. It involves listing all of the expected deliverables, testing activities, acceptance criteria, and quality control owners. This list may include items that extend beyond Tyler's involvement, but should be maintained as one, cohesive quality control checklist. The checklist is a document that will likely change over the life of the project as lessons learned influence future quality planning.

## 4.4 Demonstrated History of Successful Projects

*d. Demonstrated History of Successful Projects - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement of key personnel may be made by the Offeror/Contractor without submission of a resume of the proposed replacement for approval by the County.*

Tyler Payments is a new and important offering from Tyler Technologies. Tyler is rolling out Tyler Payments in systematic ways across the suite of Tyler products. Current support includes many of the systems referenced in the RFP – most notably Munis and EnerGov. We are staggering the roll-out to provide the best level of service to our users. The goal being to get to a “one payment processor” offering across Tyler as soon as possible.

The following sites have recently gone live on Tyler Payments.

### Reference #1

**Site:** City of Monroe, OH  
**Project Scope:** Implementation of Tyler Payments with Munis CSS  
**Contact:** Ms. Dawn Levandusky, Finance Operations Manager  
**Phone:** 513.539.7374 x 1026  
**e-mail:** [levanduskyd@monroeohio.org](mailto:levanduskyd@monroeohio.org)

### Reference #2

**Site:** Fresno County Sheriff's Office Civil Unit  
**Project Scope:** Implementation of Tyler Payments with Tyler Cashiering  
**Contact:** Deputy Doug Richardson  
**Phone:** 559-600-8185  
**e-mail:** [Doug.Richardson@fresnosheriff.org](mailto:Doug.Richardson@fresnosheriff.org)

### Reference #3

**Site:** Hamilton County Schools, TN  
**Project Scope:** Implementation of Tyler Payments with Tyler Cashiering  
**Contact:** Kevin Bartenfield, Director of Purchasing  
**Phone:** 423-498-7173 ext. 20159  
**e-mail:** [bartenfield\\_k@hcde.org](mailto:bartenfield_k@hcde.org)

We look forward to sharing the upcoming success stories of Tyler Payments with you in the future.



#### 4.4.1 Key Personnel

Tyler personnel will provide implementation services in accord with industry standards. In the event Tyler personnel provide services that do not meet such warranty as reasonably determined by the County, Tyler will be given a reasonable opportunity to correct the deficiency. In the event the deficiency persists, the County may require the removal of personnel in question and a timely replacement. Below are the steps to be taken:

- Escalate to the regional director who will discuss the issues with the PM and determine a path for resolving any issues
- Allow for an adjustment period predetermined by the client and Tyler
- Schedule a check in call once the adjustment period is done
- Determine if the client is satisfied with the adjustment and if not, regional director will assign a new team member

## Section 5 Other Requirements

*F. Other Requirements - The proposal package shall include as a minimum:*

### 5.1 Addenda Acknowledgement

*a. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).*

Please reference RFP document and addenda acknowledgments on the following pages.



**COUNTY OF FLUVANNA, VIRGINIA**  
**Request for Proposals (RFP) #2022-01**  
**Merchant Services - Card Payment System**

**Issue Date: September 16, 2021**

**Due Date: October 14, 2021 at 2 p.m. EST**

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

[ctoler@fluvannaCounty.org](mailto:ctoler@fluvannaCounty.org)

Issuing Department:  
 County of Fluvanna  
 Linda Lenherr, Treasurer  
 34 Palmyra Way  
 Palmyra, VA 22963  
 Ph: (434) 591-1945  
 Email:

[lleherr@fluvannaCounty.org](mailto:lleherr@fluvannaCounty.org)

**All sealed proposals shall be turned in no later than October 14, 2021 2:00 p.m. EST. All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Proposals that are turned in late will be rejected and returned unopened.** Any Proposals sent in via facsimile, telephone, or email shall not be considered.

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

## **1. PURPOSE**

The Fluvanna County Board of Supervisors (the "County") is requesting sealed proposals from qualified firms to provide for the furnishing, delivery, installation, and implementation of merchant services for the processing of payment cards for County fees, taxes, payments, costs, charges, and related amounts payable to the County of any kind (hereinafter collectively referred to as "County Fees") in accordance with the Scope of Services section of this solicitation.

## **2. BACKGROUND AND MANDATORY CONFERENCE**

Fluvanna County is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of the 2020 census, the County had a population of 27,249.

The County uses a Tyler Technologies system (EnerGov, Tyler Munis and Tyler Cashiering) for recordkeeping of all County Fees and the account, amounts owed, and other information related to such County Fees.

The successful Offeror will be expected to sign a contract with the County acceptable to the County in its sole discretion and such contract shall include an appropriate business associate agreement that protects the County, the County's data, and any data inputted by payers of the County. Offerors shall include a list of any subcontractors it may use in its Proposal; all subcontractors will also be required to enter into a business associate agreement acceptable to the County in its sole discretion to which the Offeror and the County are a party. The form of the required Business Associate Agreement is attached hereto as **Exhibit 1** and made a part of this RFP.

### 3. SCOPE OF SERVICES

The Successful Offeror shall provide all supervision, labor, material and equipment necessary to provide the following:

#### A. Background Environment

- i. The County currently utilizes Tyler Technologies Munis and Cashiering products for billing and revenue collection. The County requires full payment processing integration with Tyler Technologies software to collect taxes and fees from in-person payees.
- ii. The County currently accepts online credit card payments for Personal Property and Real Estate taxes using Official Payments and anticipates transitioning to Tyler Munis Citizen Self-Service for payment collection.
- iii. The County currently does not have the capability to accept card payments in the building and planning departments but would like those locations to be included in the final proposal.
- iv. The County will be using Tyler Technologies Energov Citizen Self Service portal in the coming months and would like the proposed solution to be compatible and seamlessly integrate and take payments through the Tyler Technologies Energov portal.
- v. The County currently accepts credit cards over the counter at our Parks & Recreation offices using the Rec Desk Software. The County Parks & Recreation department will be maintaining their current arrangement for the foreseeable future but at some point, may migrate to the proposed solution. The County desires the proposed solution to be flexible enough to scale and accommodate any future growth or additional departments using the service.

#### B. General Requirements in person payments

- i. A point of sale, merchant services payment card solution ("Payment System") that will allow persons and entities of any kind the ability to pay County taxes and fees by credit card and other payment methods (e.g. Debit card, Credit card, E-Check). Taxes and fees include, but are not limited to, real estate tax payments, personal property

tax payments, other tax payments, utility payments, building inspection fees, permit fees, etc.

- ii. The point of sale payment system must have the ability to seamlessly integrate with EnerGov, Tyler Cashiering and Tyler Munis system used by the County to track all County Fee related information. The system must operate in the background and no additional applications or steps to the existing process. All transactions by cashiers will be in the Tyler Cashiering system. The Offeror must provide support and training as needed related to such processes.
- iii. The Payment System must have the ability to process a refund back to a credit card or other payment method only when authorized by the County. The County will only be responsible to refund the amount of the County fee and not any transaction or service fees charged by the provider or Credit Card Company. The Offeror may not charge any fees to the County or a payer for processing any refunds.

#### C. General Requirements online payments

- i. The County currently has Official Payments as its online, web-based payment solution for collecting Personal Property and Real Estate Taxes. The County will be transitioning to Tyler's Customer Self-Service Portal in conjunction with this RFP.
- ii. The County requires our card processor to be able to seamlessly integrate with Tyler Customer Self-Service, Munis, Energov, and Cashiering.
- iii. The Offeror must have sufficient safeguards in place to protect all County and payer information of any kind which is directly, indirectly, purposefully or inadvertently received.
- iv. The Offeror will bear all PCI-DSS compliance requirements.
- v. The Payment System should be available 24/7 and 365 days a year.
- vi. All online payers should receive an email copy of receipt immediately which includes a transaction number or confirmation number. Receipt data fields required in the Payment System include: name, address, fee name, amount, account, date and transaction or confirmation ID.
- vii. Data exchange will real-time in a form acceptable to the County so any and all County Fees can be appropriately applied to the applicable account and payer within the County's records.
- viii. Online payments must be deposited in the County bank account the business day following the transaction date whenever possible. The total deposit information shall be sent to the County on the day of deposit.
- ix. The successful Offeror must provide capability for the County to retrieve the data from their system at the end of the Contract term and provide proof that the data has been removed at no additional cost to the County.

#### D. Technical Specifications

- i. The successful Offeror shall provide a mechanism for allowing payment of County fees. The successful Offerors' response will describe in detail how the solution addresses the following:
  - a. Provides a secure platform using encryption and redaction for ensuring the security, integrity, privacy and protection of the County and its payers.
  - b. Describes in detail record retention practices.
  - c. Provides a mechanism to send and receive data between other applications and systems in the County, including, but not limited to, the County's Tyler Technologies MUNIS, Cashiering, Energov, and Citizen Self-Service systems.
  - d. Extracts data received from payments into formats accessible by standard data management utilities (e.g. Oracle, Excel, Access).
- ii. The successful Offeror must agree to use the collected information in compliance with all applicable federal, state and local, laws, rules, ordinances, and regulations, including, without limitation, those governing online privacy, online payments, storing of personal information, and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and the Payment Card Industry (PCI) Data Security Standards.
- iii. The Offerors must comply with all requirements of Virginia law, including, but not limited to, Virginia Code Section 18.2-186.6. The Offeror acknowledges that it will receive "personal information" as defined under Virginia Code Section 18.2-186.6. The Offeror must have a process in place should there ever be any breach of the security of the Payment System as described in Virginia Code Section 18.2-186.6. Offeror shall describe in detail its process for encryption and/or redaction of payer information so as to limit potential for any breach of the security of the online payment system. Under any resulting contract, the Offeror will be required, at no additional cost to the County, to send any and all notices and take any and all other steps required under Virginia Code Section 18.2-186.6 should a breach of the security of the online payment system occur; and such shall be in addition to any claims the County may have against the Offeror related to such breach. As required by Virginia Code Section 18.2-186.6, the County must be immediately notified of any breach of the security of the online payment system, or any suspected breach thereof.
- iv. The successful Offeror shall specifically state the minimum requirements of the approved web browser that will ensure the successful operation of the application. The application must support use on current versions of these browsers: Google Chrome, Safari, Firefox, and any other common browsers.
- v. The County's implementation for the Payment System is a web-based Tyler Technologies hosted solution. Any solution must be on Tylers approved system interface.
- vi. The Offeror must provide and support new, commercially available data capture/transmission devices. Merchant terminals must:
  1. Be Tyler Technologies compatible and supported. Current models required by Tyler Technologies are Ingenico Lane/3000 and the Ingenico Lane/5000.

2. Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the Offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.
3. The County desires to purchase appropriate terminals rather than leasing.
4. Signature pads are not required.

E. Terminal Locations and details -

- i. The County desires physical card terminals to enable receiving credit card payments in person at the following locations. The County may elect to implement additional terminals at all of these locations or may choose to add additional terminals or locations in the future.
  1. County Treasurer Building, located at 34 Palmyra Way, Palmyra VA, 22963. - Four (4) terminals, Ingenico Lane/5000. Teller Windows, counter mounted to wood/Laminate counters approximately 2" thick. Tyler cashiering PC located on other side of cashier window within 6 feet of desired terminal locations.
  2. County Building Inspections, located at 132 Main Street, Palmyra, VA 22963 - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.
  3. County Planning Department, , located at 132 Main Street, Palmyra, VA 22963 - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.
- ii. The County may move the location of the offices shown above one or more times during the term of any resulting Contract. The Offeror agrees to assist the County with any move which affects the terminals above at no additional cost or expense to the County. So long as the building where the terminals are being relocated to is owned or leased by the County or any agency or department thereof, the Offeror consents to such movement of its terminals as a condition of any resulting Contract.

F. Estimated Transaction Volume

- i. The table below summarizes the estimated total transaction volume potential for transactions utilizing the merchant services.

Transaction	Quantity	Annual Amount	Average Transaction	Current method
Utilities	1440	\$30,240.00	\$21.00	Cash/Check
Online Real Estate	962	\$301,402.00	\$313.31	Online credit card and e-check
Online Personal Property	7824	\$877,390.00	\$112.14	Online credit card and e-check
In-Person Real Estate	20084	\$28,490,025.00	\$1,418.54	Cash/Check
In-Person Personal Property	39809	\$6,365,366.00	\$159.90	Cash/Check
Building Inspection Total	624	\$293,810.00	\$470.85	Cash/Check
Planning Total	49	\$16,210.00	\$330.82	Cash/Check

G. Services

- i. The Offeror shall support processing of at least MasterCard, VISA, and Discover branded cards. In addition, the County desires to accept debit cards.
- ii. The Offeror shall be Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard (DSS) compliant.
- iii. The County desires to provide signatureless transactions, not requiring customers to sign receipts.
- iv. The Offeror shall provide an online authorization service that is capable of capturing and verifying data necessary to electronically process the card transactions. The service must support separate authorization of each transaction. Batch processing of authorizations is unacceptable.
- v. The Offeror shall provide online daily transaction and account reconciliation reports with multiple sorting options.
- vi. The Offeror shall have a mechanism to void or reverse a payment as necessary.

H. Rates, Fees, and Expenses

- i. The Successful Offeror must provide the automated credit card payment collection at no cost to the County (or no cost except purchase of terminals). Any transaction or convenience fees charged by the Offeror will be paid by the payer and will be charged as a separate item to the payer directly. The amount of any add on fee will be made



clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. The Offeror will notify the County in writing at least 60 days prior to making any changes to the fee schedule being charged to payers and under the resulting Contract, the County shall have the option to terminate the Contract within thirty (30) days of receiving such notice for any increase in the fees charged to the payers.

- ii. Special programs that are available to utility and municipal governments for certain payment types such as Visa's Utility Interchange Reimbursement Fee Program, Visa Service Fee or MasterCard Service Fee should be identified.
  - iii. The Convenience Fee would be charged to a customer for the convenience of taking and processing a payment for a County debt. The fee would be charged for a single payment made, regardless of the number of individual County debts or receivables included in the payment. The Offeror must propose a Customer Convenience Fee structure that is compliant with MasterCard, Visa, and Discover requirements.
  - iv. The Offeror must provide a detailed fee schedule, including any applicable gateway fees, setup fees, monthly account fees, transaction fees for processing and reporting all transactions. Specify all other fees and charges, including, but not limited to, implementation and conversion costs and chargebacks, if applicable.
- I. Charge backs and Disputed Transactions
- i. The Offeror must describe the following information as related to chargebacks and disputed transactions:
    - 1. The resolution process to be followed including, identifying the role of each entity involved in the process and required timeframes for responding to requests.
    - 2. The steps involved in handling a disputed transaction. The outline must reflect the actions and responsibilities of the card holder, card issuer, accepting financial institution, the Offeror and the County.
    - 3. The extent to which the County could develop a list of items that could not be charged back (i.e.: tax payments, utility payments).
    - 4. The circumstances under which the County may be charged a research fee; and the charges for the same, including a maximum not to exceed cost.
- J. Training and Support
- i. The Offeror shall provide initial training and ongoing support to assist County staff with process questions as they may arise.
  - ii. Detailed training for staff after implementation and thereafter as needed. Technical support for all users of online County payment program (including County staff as well as all payers). Offers shall include detailed information regarding the options available for training (i.e. classroom setting, online demos, video training, etc.)

- iii. The Offeror shall offer ongoing payer and County staff support and technical support in a variety of areas which include, but are not limited to, training County staff, installing and configuring product updates as they become available, assistance with design or any new County Fee types added to the system, updates to comply with laws, policy changes, software update utilities, etc. County staff training for upgrades or future enhancements must be available and included.

- K. Implementation - The system needs to be fully tested and operational no later than November 30, 2021.

#### 4. PROPOSAL FORMAT

- A. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, a general understanding of the project, an overview of the history and qualifications of the firm.
- C. **Pricing** – The Offer should detail the price on the attached pricing sheet.
- D. **Qualifications** - Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the services and which respond fully to the Scope of Work described herein. “Additional Information” is defined as:
  - a. Certifications and/or Licenses to conduct services required by the Code of Virginia if applicable;
  - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel; and
  - c. Sample documents and/or reports, relating to the services.
- E. **Overview** – The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign if selected. At a minimum, the proposal should:
  - a. Designate a County Liaison/Project Manager and indicate office location.
  - b. Include the organization chart, functional discipline, and responsibilities of team members. Organization chart depicting key personnel proposed for the contract by assigned area(s) of responsibility, corporate affiliation and job title. Include the name, qualifications, resumes and experience of the Project Manager proposed to handle this project. Include the same for additional personnel who may handle other aspects of the Project.
  - c. Project Approach and Specifications - The purpose of this section is to provide the County with the Offeror’s understanding and proposed approach to the project/provision of services and specification. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror’s firm and firm’s approach to ensure quality control and ability to meet turn-around times set forth herein.
  - d. Demonstrated History of Successful Projects - Discuss the Offeror’s ability to work in harmonious, non-adversarial relationships with the County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the

period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to the County. No replacement of key personnel may be made by the Offeror/Contractor without submission of a resume of the proposed replacement for approval by the County.

- F. Other Requirements** - The proposal package shall include as a minimum:
- a. The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
  - b. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.
  - c. Company Background Information, to include but not limited to the following:
    - i. Date the company began selling the proposed software/services to the public sector.
    - ii. Status of the company.
    - iii. Number of employees supporting/developing the proposed System.
    - iv. Define the company's long-term development strategy and plans for the system.
    - v. Number of public sector installs and size of these organizations including names and locations.
    - vi. Future technology direction.
    - vii. Future application revisions and enhancements.
  - d. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:
    - i. A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
    - ii. A statement of how long the Offeror has provided services similar to the Services requested herein;
    - iii. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
    - iv. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;
    - v. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and
    - vi. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.
  - e. Pricing Options- Include Pricing Attachment and pricing of any optional services (with a clear indication that they are optional).
  - f. Description of the typical assistance the Offeror will require of County staff, if any.
  - g. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
  - h. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.

- i. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.
  - j. **Representative Projects:** This section of the Offeror's Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.
  - k. **References:** Provide the current name, address, and telephone number of at least four(4) client references that are similar in size and scope to the County's Project, that have utilized a similar System in a comparable computing environment the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references, regardless of circumstances. Client reference information must include the date of installation and length of implementation.
  - l. **Fee Proposal:** All fees shall be in the form of firm, fixed prices or percentages to remain in effect throughout the period of the contract.
  - m. **Cost and Effective Cost Control:** The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:
    - i. Describe the Offeror's cost control methodology;
    - ii. Describe the approach for reducing costs;
    - iii. Describe your documentation, tracking and reporting system;
    - iv. Describe your program for quality control and time management; and
    - v. Overall benefits value as compared to pricing, project plans and other factors.
  - n. **Timeline:** Offeror shall include with their proposal response, a detailed schedule for implementation.
- G. **Forms:** All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.
- i. Certificate of No Collusion
  - ii. Offeror Statement
  - iii. Proof of Authority to Transact Business in Virginia
  - iv. Vendor/Offeror Data Sheet
  - v. Other forms specific to this RFP including the Pricing Attachment
- H. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- I. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- J. **System Demonstrations and Site Visits -** Offerors may be required to provide in-office system demonstrations that show the full functionality of the proposed system. Offerors should be prepared to demonstrate how the application meets the requirements defined in this RFP.

Offerors should be prepared to respond to questions during the demonstrations. Offerors may be required to facilitate a site visit to a client for the purposes of evaluating the installed system and reviewing customer's satisfaction.

- K. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.
- L. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

## 5. SUBMITTAL INSTRUCTIONS

- A. **Due Date:** Sealed copies of the proposal must be received by the Procurement Contact no later than 2:00 p.m. EST on October 14, 2021. Proposals must be addressed to the Procurement Contact on page 1. **Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**
- B. RFP Questions: Address questions concerning this RFP to the Procurement Contact listed on page 1 of this RFP. Offerors shall submit any questions in writing. Questions will not be accepted after September 27, 2021. All inquiries will be answered via an addendum, posted to eVA and the County website.
- C. **Each Offeror must submit one (1) original hard copy, 2 copies, and one (1) electronic copy of its proposal on a USB flash drive/memory stick.**
- D. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- E. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.
- F. Offers shall be prepared simply and economically, providing a straightforward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- G. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.
- H. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**
- I. Cost will be considered in evaluating the Proposals.

## 6. EVALUATION CRITERIA

- A. An Evaluation Committee will evaluate the proposals using the following criteria.
  - i. Proven experience in providing similar services for other localities of similar size, scope, and complexity.

- ii. Resumes and experience of principal(s), project manager(s), and professional staff who will be working for Offeror in the provision of said services.
- iii. Expertise, qualifications, and experience of the Offeror in providing and conducting services relevant to the County’s requirements, to include qualifications of proposed staff.
- iv. Software options, functionality, security, and accessibility, ease of use, customer service hours and availability, implementation of updates and upgrades, ease of use of applications related to the services, etc.
- v. Approach to completing the implementation schedule in a timely fashion.
- vi. Proposed schedule for completion of all tasks outlined herein.
- vii. Pricing and payment terms/structure
- viii.** The County will follow the evaluation and selection criteria described in this RFP. The County shall evaluate proposals intends to award the contract to the firm that makes the best proposal overall, with cost being a factor. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:

- i. Costs **(15 pts.)**
- ii. Specific plans, software, security, and/or methodology to be used to perform the services and responsiveness to the County’s Goals **(40 pts)**
- iii. Offeror qualifications, expertise and experience **(30 pts.)**
- iv. Positive References **(15 pts.)**

- B. The County may arrange for discussions with Offerors submitting Proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the Proposal.
- E. The County reserves the right to have any consultant(s) of its choosing serve on the evaluation committee or advise the evaluation committee with respect to responses to this RFP and information will be shared with any such consultant(s).

**7. AWARD OF CONTRACT**

The selection process shall be as per § 2.2-4302.2(A)(3) of the Virginia Public Procurement Act for the procurement of non-professional services and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law. The provisions set forth herein are for contractual goods/services rendered to the County of Fluvanna, Virginia and this solicitation is done under Virginia Code Section 2.2-4302.2(A)(3) as a competitive negotiation for goods and/or nonprofessional services. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among all the Offerors on the basis of the factors involved in this RFP and the evaluation criteria, including price. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which in their opinion has made the best proposal and shall award the contract to that Offeror. Should the County determine in writing and in its

sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award(s) shall be based on the Offeror(s)' ability to meet all RFP requirements and the right is reserved to make the award to other than the lowest priced Offeror when it is in the best interest of the County. **The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated; and shall be in the form attached hereto as "Merchant Services – Card Payment System Contract". Contract Term – Any contract awarded hereunder shall be for a one-year initial term, with four (4) additional option years to be exercised in the sole discretion of the County.** By submitting a Proposal hereto, the Offeror agrees to enter into a Contract substantially in the form attached hereto as Merchant Services – Card Payment System Contract if awarded the Contract. Any exceptions to any provision of the form Contract must be specifically identified in the Proposals; except that, in the case of a proposal for information technology, as defined in Virginia Code § [2.2-2006](#), the County does not require an offeror to state in its proposal any exception to any liability provisions contained in the RFP. In such cases, the Offeror MUST thereafter state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. If not submitted at the beginning of negotiations, any exceptions shall be waived.

The County of Fluvanna may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia).

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

Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the services identified herein. The County may choose not to award a contract or Notice to Proceed for any or all of the service described herein.

# 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, 2<sup>nd</sup> 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.

## Attachment A PRICING SUMMARY

Provide an itemized and detailed summary of all costs associated with the implementation.

Implementation Cost (leave as zero if there is no implementation cost): \$ \_\_\_\_\_

List any additional services and associated costs if applicable below (attach additional sheets if necessary):

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

List all other costs of any kind including implementation costs below:

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**TOTAL PRICE:**    \$ \_\_\_\_\_

List all Fees to use a credit card, passed on to the Credit Card Holder, below:

<u>Description:</u>	<u>Price:</u>
_____	\$ _____
_____	_____ %

Provide any additional information relating to fees and charges of any kind related to this solicitation. Please include any fees to the County or Payers.

**Exhibit 1****BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into by and between \_\_\_\_\_ (hereinafter the "Business Associate"), and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, and specifically including the Fluvanna County Treasurer's Office, (hereinafter collectively the "County") effective as of the date of the Merchant Services -Card Payment System Contract (the "Contract") between the County and the Business Associate to which this Agreement is attached.

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

**I. GENERAL PROVISIONS**

**Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, "Services") as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County's acceptance of and desire to enter into the Contract **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the Fluvanna County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**

- B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect, or the date the Business Associate first receives PHI or Confidential Information related to the Contract, whichever is earlier, and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.
- C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:
1. "Breach" shall have the meaning given such term in 45 C.F.R. §164.402.

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

## II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the Treasurer and/or the County and that its disclosure could cause irreparable damage to the County, Treasurer and its citizens. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to

the Business Associate. Business Associate shall be responsible under the Contract for the Services for the new System as described in the Contract.

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

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

### III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold the same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.
- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices or Treasurer's Office.

#### IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

#### V. TERM AND TERMINATION

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

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

#### C. Effect of Termination.

- 1. Except as provided in Section V.C.2, upon termination of this Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of County and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.



2. The provisions of this Agreement shall be in addition to any requirements of the Contract and shall never be read as a limitation of the requirements on the Business Associate under the Contract.

**VI. ACKNOWLEDGEMENT AND SIGNATURES**

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

**THE COUNTY: County of Fluvanna**

Signature: \_\_\_\_\_ (SEAL)

By: Eric M. Dahl, County Administrator

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

**THE COUNTY: County of Fluvanna Treasurer's Office**

Signature: \_\_\_\_\_ (SEAL)

By: Linda Lenherr, Treasurer

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

**BUSINESS ASSOCIATE: \_\_\_\_\_**

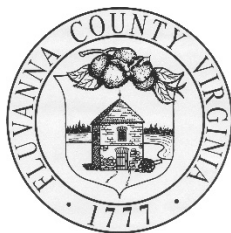
Signature: \_\_\_\_\_ (SEAL)

Printed Name of Officer: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney



**COUNTY OF FLUVANNA, VIRGINIA**  
**REQUEST FOR PROPOSALS (RFP) #2022-01**  
**MERCHANT SERVICES - CARD PAYMENT SYSTEM**

**ADDENDUM # 1:**

Reference – Request for Proposal: RFP #2022-01  
 Title of Request for Proposal: MERCHANT SERVICES - CARD PAYMENT SYSTEM  
 Issue Date: September 28, 2021  
 Bid Due Date and Time: October 14, 2021 at 2 p.m. EST

The above RFP #2021-03 is hereby amended and modified as follows:

1. The following are clarifications from questions received:

- a. In 3(C): *“General Requirements online payments ...*  
*vi. All online payers should receive an email copy of receipt immediately which includes a transaction number or confirmation number. Receipt data fields required in the Payment System include: name, address, fee name, amount, account, date and transaction or confirmation ID. ...”*
- i. QUESTION: Please expand on the ask here? The receipting is a functionality of your POS system and your gateway not the processor
1. ANSWER: You are correct, however the processor must transmit any applicable data to Gateway and POS System. Also, the County does not have a Gateway. The solution must either (i) include a Gateway; or (ii) specifically note that a Gateway is not included and include a description of the compatible Gateways that can be separately purchased which will work with the Offeror’s proposed solution and brief descriptions of the same.
- b. In 3 (D): *“Technical Specifications*  
*i. The successful Offeror shall provide a mechanism for allowing payment of County fees. The successful Offerors’ response will describe in detail how the solution addresses the following:*  
 ...  
*c. Provides a mechanism to send and receive data between other applications and systems in the County, including, but not limited to, the County’s Tyler Technologies MUNIS, Cashiering, Energov, and Citizen Self-Service systems.*  
*d. Extracts data received from payments into formats accessible by standard data management utilities (e.g. Oracle, Excel, Access).”*
- i. QUESTION: Please expand on the ask here? Tyler should communicate with all of your systems including your gateway (BridgePay). As a processor your gateway sends us over the customer payment data to process a transaction and we send back an approval or decline and move funds. Other than that the communication of data occurs and is entered into your Tyler and BridgePay systems.
1. ANSWER: This is correct, however, please note the county does not currently have a gateway in place. If another party is needed to fulfill this requirement, please be sure to

state that clearly in your proposal. The solution must either (i) include a Gateway; or (ii) specifically note that a Gateway is not included and include a description of the compatible Gateways that can be separately purchased which will work with the Offeror's proposed solution and brief descriptions of the same.

- c. In 3(D): "...vi. The Offeror must provide and support new, commercially available data capture/transmission devices. Merchant terminals must:
1. Be Tyler Technologies compatible and supported. Current models required by Tyler Technologies are Ingenico Lane/3000 and the Ingenico Lane/5000.
  2. Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the Offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.
  3. The County desires to purchase appropriate terminals rather than leasing.
  4. Signature pads are not required.";" AND;
- In 3(E): "...ii. The County may move the location of the offices shown above one or more times during the term of any resulting Contract. The Offeror agrees to assist the County with any move which affects the terminals above at no additional cost or expense to the County. So long as the building where the terminals are being relocated to is owned or leased by the County or any agency or department thereof, the Offeror consents to such movement of its terminals as a condition of any resulting Contract."
- i. QUESTION: Please expand on the ask here? Integrated Terminals are a function of the POS system and are provided by the POS provider. Tyler Technologies will sell and or lease you any integrated terminals required to work with their system.
    1. ANSWER: This is correct, however, please note the county does not currently have terminals. If another party is needed to fulfill this requirement, please be sure to state that clearly in your proposal. The solution must either (i) include terminals; or (ii) specifically note that terminals are not included. If included, terminals must code through EnerGov and Cashiering.
- d. In 3(H): "Rates, Fees, and Expenses
- i. The Successful Offeror must provide the automated credit card payment collection at no cost to the County (or no cost except purchase of terminals). Any transaction or convenience fees charged by the Offeror will be paid by the payer and will be charged as a separate item to the payer directly. The amount of any add on fee will be made clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. The Offeror will notify the County in writing at least 60 days prior to making any changes to the fee schedule being charged to payers and under the resulting Contract, the County shall have the option to terminate the Contract within thirty (30) days of receiving such notice for any increase in the fees charged to the payers. ..."
  - i. QUESTION: Utilities transactions must be assessed a convenience fee. All other government payments (taxes, building inspection etc.) can be assessed a service fee. Convenience fees are flat fees placed on top of a transaction. The County would receive the convenience fee and the principal amount of the transaction and would be responsible for collecting those convenience fees to offset their merchant bill for utility transaction's only. Service fees are percentage based and assessed on all NON-utility transactions. Those fees would automatically offset your merchant statement without any additional interference for the county. Your statement above

in letter "I" states that payment collection will be at no cost to the County. Wells Fargo Merchant Services cannot compliantly process utility transactions in the manner you have requested. Is this an item that would exclude us from being considered?

1. Answer: The County requires the Successful Offeror provide the automated credit card payment collection system such that the net cost to the County after application of any fees paid by the payer is zero (except purchase of terminals). The County prefers that any service, transaction, convenience, or other fees will either be charged to and paid by the payer directly as a separate item, or can be charged to the County with such cost to the County charged to the payer so the net cost to the County is zero after application of such fee paid to the County by the payer. All such fees shall be consistent with Virginia Code 2.2-614.1 and all applicable law and the credit card company rules and regulations. The amount of any fee will be made clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. Different fees may apply to different payment types as required by law or the credit card companies, for example utility billing may have a different fee and process for collection of such fee than tax billing. The differences must be disclosed to the County on any applicable fee schedule or fee proposal. Transaction fees includes any lawful service fees. Specifically, so long as the County ends up at a no cost solution (except terminals) for payment processing such proposal will be considered, specifically, for utilities a Proposal may include a convenience fee to be charged to payer by the County at the time of payment and then that amount of the convenience fee paid to the County could be charged to the County by the Offeror as a fee for the Offeror's handling the transaction.
- e. In 4 (G): *"Forms: All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.*
- i. *Certificate of No Collusion*
  - ii. *Offeror Statement*
  - iii. *Proof of Authority to Transact Business in Virginia*
  - iv. *Vendor/Offeror Data Sheet*
  - v. *Other forms specific to this RFP including the Pricing Attachment"*
    - i. QUESTION: We were unable to locate any forms in the RFP with the exception of the Attachment A Pricing Summary and Exhibit 1 BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
      1. ANSWER: This is an oversight, forms are attached to this Addendum 1.
- f. QUESTION: Exhibit 1 references a "seal". Are you requesting a notary or just a signature of the business associate?
  - i. ANSWER: Notary is not required on this specific form.
- g. QUESTION: Can the County please clarify the statement, "Any solution must be on Tyler's approved system interface" (RFP p. 4)? We have integrated with several different Tyler products and can provide several references. Is this sufficient to meet this requirement?
  - i. ANSWER: See Section 3(D)(v) of RFP. Tyler has a list of approved gateway processors currently Openedge and Bridgepay. The County prefers a standard gateway approved by Tyler. A non-

standard Gateway or a Gateway unapproved by Tyler could interfere with the County's existing contracts for EnerGov and other products with Tyler. The County understands that other interfaces MAY work, but in the event of issues, an unapproved interface is more likely to create situations where it becomes difficult to troubleshoot and resolve issues between multiple parties.

- h. QUESTION: Per RFP p. 8, "The system needs to be fully tested and operational no later than November 30, 2021." Due to this expedited timeline, does the County have a product in place that will facilitate implementation?
- i. ANSWER: See Section 3(K) of RFP. The County has no system in place to take card payment.
- i. QUESTION: When does the County anticipate an award decision?
- i. ANSWER: As soon as possible after the close of this RFP and vendor interviews are conducted.
- j. QUESTION: On required County forms that must be signed, will an electronic signature such as DocuSign be accepted?
- i. ANSWER: No, some of the required forms require a notary signature, these will need to be original signatures. Signature may be e-notarized if all formalities require by applicable law are met.
- k. QUESTION: Could the County please clarify which departments will utilize the following payment methods?
- i. Online credit/debit card and eCheck
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Citizen Self-Service. There is the possibility that this could expand in the future.
- ii. In-office credit/debit card
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Cashiering. There is the possibility that this could expand in the future.
- iii. In-office cash and check
1. ANSWER: Planning, Building Inspections, and Treasurer using Tylers Citizen Self-Service. There is the possibility that this could expand in the future.
- l. QUESTION: On RFP p. 9, under "Other Requirements," there is a requirement to provide "Status of the company." Could the County please clarify what is meant by this?
- i. ANSWER: It refers to the most recent reports of the financial status.
- m. QUESTION: Are responding vendors required to sign and return "Exhibit 1: Business Associate, Confidentiality and Non-Disclosure Agreement" at this stage?
- i. ANSWER: No, this will be signed at the contracting stage.
- n. QUESTION: Can the County provide a date(s) when Building and Planning may require integration?
- i. ANSWER: See Section 3(K) of RFP. Implementation - The system needs to be fully tested and operational no later than November 30, 2021.
- o. QUESTION: Can the County provide advance volume and revenue annually collected as well as individual ticket values?

- i. **ANSWER:** See section 3(F)(i) of the RFP. Individual ticket values will not be provided.
  
- p. **QUESTION:** Page 6, Sec H (i): Does the County anticipate any departments where the county will pay for the convenience fee on behalf of a bill payer (called absorbed or merchant paid fee)? If so, which ones and can anticipated transaction information be provided?
  - i. **ANSWER:** This is not in the County's plan.
  
- q. **QUESTION:** Page 6, Sec H (ii): Can the county elaborate with details concerning the Visa Utility Interchange Reimbursement Fee Program?
  - i. **ANSWER:** Please see item d above.
  
- r. **QUESTION:** Page 6, Sec H (j): Would the County accept references outside of the Commonwealth of Virginia?
  - i. **ANSWER:** References are not limited to Virginia, however, as stated in the RFP any Virginia clients must be included.
  
- s. **QUESTION:** Would the County require or consider proposals that include an IVR component and Mobile (handheld device) capability? Would additional consideration be given to those respondents that provide such capabilities?
  - i. **ANSWER:** This is not a requirement.
  
- t. **QUESTION:** Will the awarded vendor need to accept AMEX as a payment option?
  - i. **ANSWER:** This is not a requirement.

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

Very truly yours,

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

Name of Firm: Tyler Technologies, Inc.

BY:   
 Signature of duly authorized representative

Title: Rob Kennedy-Jensen, Director , State & Local Contracts

Date: 10/12/21

**VENDOR DATA SHEET**

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

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

2. Vendor's Primary Contact:

Name: Steve Simmons Phone: 800-772-2260, ext. 4751

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

55 Years          Months Tyler Technologies was founded in 1966 and has been solely focused on the public sector since 1998.

4. Vendor Information:

FIN or FEI Number: 75-2303920 If Company, Corporation, or Partnership

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

Company: City of Monroe, OH	Contact: Ms. Dawn Levandusky, Finance Operations Manager
Phone: 513.539.7374 x1026	Email: levanduskyd@monroeohio.org
Dates of Service: 09/2020	\$\$ Value: \$0-just cost of hardware
Implementation of Tyler Payments with Munis CSS	

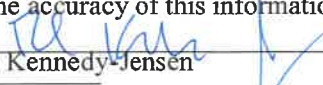
Company: Fresno County Sheriff's Office Civil Unit	Contact: Deputy Doug Richardson
Phone: 559.600.8185	Email: dough.richardson@fresnosheriff.org
Dates of Service: 06/2020	\$\$ Value: \$0-just cost of hardware
Implementation of Tyler Payments with Mobile Eyes	

Company: Wicomico County	Contact: Nicholas Rice, Purchasing Agent
Phone: 410.548.4805	Email: nrice@wicomicocounty.org
Dates of Service: 03/2021	\$\$ Value: \$0 - just cost of hardware
Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering	

Company: Bedford County, VA	Contact: Kathryn Lewis
Phone: 540-587-5676	Email: klewis@bedfordcountyva.gov
Dates of Service: 06/2021	\$\$ Value: \$0-just cost of hardware

Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering (Munis and EnerGov)

I certify the accuracy of this information.

Signed:  Title: Director, State & Local Contracts Date: 10/12/21

\*Please also reference Section 5.12 References in the proposal response.

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment A)**

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Article IV.2-4311.2 have been met.

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

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

B.  Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is F1618976.

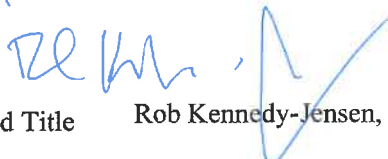
C.  Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

Legal Name of Company (as listed on W-9) Tyler Technologies, Inc.

Legal Name of Offeror/Bidder Tyler Technologies, Inc.

Date 10/12/21

Authorized Signature 

Print or Type Name and Title Rob Kennedy-Jensen, Director, State & Local Contracts

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION (Attachment B)**






**OFFEROR STATEMENT**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Rob Kennedy-Jensen, Director, State & Local Contracts

Type or Print Name & Title of Authorized Person



Signature of Authorized Person Submitting This Bid

10/12/21

Date

SUBSCRIBED AND SWORN to before me by the above named

Robert + Kennedy-Jensen on the 12<sup>th</sup> day of October, 2013

 10/12/21

Notary Public in and for the State of Maine

My commission expires: 11.18.2027

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION-** (Attachment D)

## 5.2 Functional and Technical Requirements

*b. A detailed response to all requirements, general, specific, functional and technical as may be defined within this RFP.*

### SCOPE OF SERVICES

The Successful Offeror shall provide all supervision, labor, material and equipment necessary to provide the following:

#### A. Background Environment

- i. The County currently utilizes Tyler Technologies Munis and Cashiering products for billing and revenue collection. The County requires full payment processing integration with Tyler Technologies software to collect taxes and fees from in-person payees.

TYLER RESPONSE: Supported out-of-the-box; Tyler Payments is fully integrated with Munis and Tyler Cashiering.

- ii. The County currently accepts online credit card payments for Personal Property and Real Estate taxes using Official Payments and anticipates transitioning to Tyler Munis Citizen Self-Service for payment collection.

TYLER RESPONSE: Supported out-of-the-box; Tyler Payments is a supported gateway of Munis Resident Access (Citizen Self Service).

- iii. The County currently does not have the capability to accept card payments in the building and planning departments but would like those locations to be included in the final proposal.

TYLER RESPONSE: Supported out-of-the-box

- iv. The County will be using Tyler Technologies EnerGov Citizen Self Service portal in the coming months and would like the proposed solution to be compatible and seamlessly integrate and take payments through the Tyler Technologies EnerGov portal.

TYLER RESPONSE: Supported out-of-the-box; Tyler Payments is a supported gateway of EnerGov Citizen Self Service.

- v. The County currently accepts credit cards over the counter at our Parks & Recreation offices using the Rec Desk Software. The County Parks & Recreation department will be maintaining their current arrangement for the foreseeable future but at some point, may migrate to the proposed solution. The County desires the proposed solution to be flexible enough to scale and accommodate any future growth or additional departments using the service.

TYLER RESPONSE: Tyler Payments is a cloud-based solution, built to scale with increased volume. It's simple integration platform makes it flexible enough to process payments for a number of Tyler and third-party products. If you change products, you can keep the same merchant accounts or add more through Tyler's Merchant Services team.

#### B. General Requirements in person payments

- i. A point of sale, merchant services payment card solution ("Payment System") that will allow persons and entities of any kind the ability to pay County taxes and fees by credit card and other payment methods (e.g. Debit card, Credit card, E-Check). Taxes and fees include, but are not limited to, real estate tax payments, personal property tax payments, other tax payments, utility payments, building inspection fees, permit fees, etc.

TYLER RESPONSE: Supported out-of-the-box; Point-of-sale via Tyler Cashiering which is fully integrated with Tyler Payments. Tyler offers several credit card terminals for you to choose from.

- ii. The point of sale payment system must have the ability to seamlessly integrate with EnerGov, Tyler Cashiering and Tyler Munis system used by the County to track all County Fee related information. The system must operate in the background and no additional applications or steps to the existing process. All transactions by cashiers will be in the Tyler Cashiering system. The Offeror must provide support and training as needed related to such processes.

TYLER RESPONSE: Supported out-of-the-box;

- iii. The Payment System must have the ability to process a refund back to a credit card or other payment method only when authorized by the County. The County will only be responsible to refund the amount of the County fee and not any transaction or service fees charged by the provider or Credit Card Company. The Offeror may not charge any fees to the County or a payer for processing any refunds.

TYLER RESPONSE: Supported out-of-the-box. Tyler does not charge additional fees to process refunds. The primary amount

#### C. General Requirements online payments

- i. The County currently has Official Payments as its online, web-based payment solution for collecting Personal Property and Real Estate Taxes. The County will be transitioning to Tyler's Customer Self-Service Portal in conjunction with this RFP.

TYLER RESPONSE: Supported out-of-the-box; Tyler Payments is a supported gateway of Munis Resident

Access (Citizen Self Service) and EnerGov Citizen Self Service.

- ii. The County requires our card processor to be able to seamlessly integrate with Tyler Customer Self-Service, Munis, EnerGov, and Cashiering.

TYLER RESPONSE: Supported out-of-the-box; Tyler Payments is fully integrated with Munis Resident Access (Citizen Self Service), EnerGov Citizen Self Service, and Tyler Cashiering.

- iii. The Offeror must have sufficient safeguards in place to protect all County and payer information of any kind which is directly, indirectly, purposefully or inadvertently received.

TYLER RESPONSE: Tyler Payments is a cloud-based application on Tyler's Cloud Platform. All infrastructure Hardware and software utilized in the Tyler Cloud Platform is supplied by Amazon and all EC2 instances utilized within the EKS cluster are based on recommended Amazon Linux AMI images. The Amazon Linux AMI is a supported and maintained Linux image provided by Amazon Web Services for use on Amazon Elastic Compute Cloud (Amazon EC2). It is designed to provide a stable, secure, and high performance execution environment for applications running on Amazon EC2. It supports the latest EC2 instance type features and includes packages that enable easy integration with AWS. Amazon Web Services provides ongoing security and maintenance updates to all instances running the Amazon Linux AMI.

For prevention of Virus and Hacker threats, the platform requires static code scanning utilizing CheckMarx and security scanning via NetSparker. The platform also utilizes Tyler's security team to perform Penetration Testing and security analysis of the products deployed on the platform.

Firewalls are deployed inside the cluster separating the Public and private subnets, denying all access to the private subnets not originating from within the cluster itself. All data resources are deployed within the private subnets inside the VPC. All outbound network traffic is firewalled through an AWS NAT Gateway and is strictly monitored and controlled.

All traffic inbound and outbound from the cluster is strictly TLS encrypted. All data stored within the platform is encrypted at rest.

- iv. The Offeror will bear all PCI-DSS compliance requirements.

TYLER RESPONSE: Tyler Payments is a secure payment platform compliant with PCI/PA-DSS standards.

- v. The Payment System should be available 24/7 and 365 days a year.

TYLER RESPONSE: Supported out-of-the-box

- vi. All online payers should receive an email copy of receipt immediately which includes a transaction number or confirmation number. Receipt data fields required in the Payment System include: name, address, fee name, amount, account, date and transaction or confirmation ID.

TYLER RESPONSE: Supported out-of-the-box

- vii. Data exchange will real-time in a form acceptable to the County so any and all County Fees can be appropriately applied to the applicable account and payer within the County's records.

TYLER RESPONSE: Supported out-of-the-box; As part of the payment process, receipts are created against the account or invoice in Munis or EnerGov systems to record the payment in real-time.

- viii. Online payments must be deposited in the County bank account the business day following the transaction date whenever possible. The total deposit information shall be sent to the County on the day of deposit.

TYLER RESPONSE: Deposit timelines are generally tied to the time when your agency batch closes for the day. Typically funds are deposited two business days (or approximately 36 hours after the day's batch closes in the evening) after the transaction is made. Tyler can support quicker deposit timelines if necessary, or can work with the County to establish the batch closing time that provides the desired deposit turnaround.

- ix. The successful Offeror must provide capability for the County to retrieve the data from their system at the end of the Contract term and provide proof that the data has been removed at no additional cost to the County.

TYLER RESPONSE: Prior to deleting a client's portal, their data can be extracted from the database. Please reference the Exceptions in Section 8.1 of the proposal response for more information.

#### D. Technical Specifications

- i. The successful Offeror shall provide a mechanism for allowing payment of County fees. The successful Offerors' response will describe in detail how the solution addresses the following:
  - a. Provides a secure platform using encryption and redaction for ensuring the security, integrity, privacy and protection of the County and its payers.

TYLER RESPONSE: Tyler Payments is an application on Tyler's Cloud Platform. All infrastructure Hardware and software utilized in the Tyler Cloud Platform is supplied by Amazon and all EC2 instances utilized within the EKS cluster are based on recommended Amazon Linux AMI images. The Amazon Linux AMI is a supported and maintained Linux image provided by Amazon Web Services for use on Amazon Elastic Compute Cloud (Amazon EC2). It is designed to provide a stable, secure, and high-performance execution environment for applications running on Amazon EC2. It supports the latest EC2 instance type features and includes packages that enable easy integration with AWS. Amazon Web Services provides ongoing security and maintenance updates to all instances running the Amazon Linux AMI.

For prevention of Virus and Hacker threats, the platform requires static code scanning utilizing CheckMarx and security scanning via NetSparker. The platform also utilizes Tyler's security team to perform Penetration Testing and security analysis of the products deployed on the platform.

Firewalls are deployed inside the cluster separating the Public and private subnets, denying all access to the private subnets not originating from within the cluster itself. All data resources are deployed within the private subnets inside the VPC. All outbound network traffic is firewalled through an AWS NAT Gateway and is strictly monitored and controlled.

All traffic inbound and outbound from the cluster is strictly TLS encrypted. All data stored within the platform is encrypted at rest.

- b. Describes in detail record retention practices.

TYLER RESPONSE: All AWS resources utilized are deployed with redundancy across three availability zones, this includes all data storage. The data storage technologies utilized include up to 30 day rolling retention policies for recovery. See AWS availability zones for more information.

- c. Provides a mechanism to send and receive data between other applications and systems in the County, including, but not limited to, the County's Tyler Technologies MUNIS, Cashiering, EnerGov, and Citizen Self-Service systems.

TYLER RESPONSE: Tyler Payments has active integrations with the listed products, using APIs to communicate payment and billing information in real time. Tyler Payments is also able to build integrations to a large number of third-party solutions using either a real-time API or import/export-based integrations.

- d. Extracts data received from payments into formats accessible by standard data management utilities (e.g. Oracle, Excel, Access).

TYLER RESPONSE: Supported out of the box. Tyler Payments communicates with the previously mentioned system using real-time APIs, while transactional data and some reports can be exported in CSV format.

- ii. The successful Offeror must agree to use the collected information in compliance with all applicable federal, state and local, laws, rules, ordinances, and regulations, including, without limitation, those governing online privacy, online payments, storing of personal information, and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and the Payment Card Industry (PCI) Data Security Standards.

TYLER RESPONSE: Tyler Payments and the Tyler Cloud Platform conform to applicable laws and regulations. You can view Tyler Technologies' privacy policy at <https://www.tylertech.com/privacy>. Tyler's attestation of compliance for PCI Data Security Standards can be found at <https://www.tylertech.com/about-us/compliance/pci-compliance>.

- iii. The Offerors must comply with all requirements of Virginia law, including, but not limited to, Virginia Code Section 18.2-186.6. The Offeror acknowledges that it will receive "personal information" as defined under Virginia Code Section 18.2-186.6. The Offeror must have a process in place should there ever be any breach of the security of the Payment System as described in Virginia Code Section 18.2-186.6. Offeror shall describe in detail its process for encryption and/or redaction of payer

information so as to limit potential for any breach of the security of the online payment system. Under any resulting contract, the Offeror will be required, at no additional cost to the County, to send any and all notices and take any and all other steps required under Virginia Code Section 18.2-186.6 should a breach of the security of the online payment system occur; and such shall be in addition to any claims the County may have against the Offeror related to such breach. As required by Virginia Code Section 18.2-186.6, the County must be immediately notified of any breach of the security of the online payment system, or any suspected breach thereof.

TYLER RESPONSE: The Tyler Payments application and the Tyler Cloud Platform that supports its operation conforms to the stipulations called out in the aforementioned Virginia Code Section. Data on this platform is encrypted at rest. Tyler Technologies will notify the County of any breach or suspected breach.

- iv. The successful Offeror shall specifically state the minimum requirements of the approved web browser that will ensure the successful operation of the application. The application must support use on current versions of these browsers: Google Chrome, Safari, Firefox, and any other common browsers.

TYLER RESPONSE:

Form factor\OS	Windows 7, 8, 19	Mac OS X 10.6+	Linux	Android	iOS
Mobile				Chrome Firefox	Safari Chrome Firefox
Desktop (minimum resolution 1028x768)	Chrome Edge-Chromium* Firefox Chromium-based**	Safari Chrome Edge-Chromium* Firefox Chromium-based**	Chrome Chromium-based** Firefox		

\* Released in Jan 2020

\*\* In general, all Chromium-based browsers are supported on Tyler’s Cloud Platform and Tyler Payments

- v. The County’s implementation for the Payment System is a web-based Tyler Technologies hosted solution. Any solution must be on Tylers approved system interface.

TYLER RESPONSE: Supported out-of-the-box

- vi. The Offeror must provide and support new, commercially available data capture/transmission devices. Merchant terminals must:
  1. Be Tyler Technologies compatible and supported. Current models required



by Tyler Technologies are Ingenico Lane/3000 and the Ingenico Lane/5000.

TYLER RESPONSE: Supported out-of-the-box

2. Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the Offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.

TYLER RESPONSE: Supported out of the box. Tyler's offered terminals offer PCI compliant P2P encryption. All transactions are associated with a confirmation number to aid in later research.

3. The County desires to purchase appropriate terminals rather than leasing.

TYLER RESPONSE: Option to purchase is available. Please refer to pricing for additional detail.

4. Signature pads are not required.

TYLER RESPONSE: Tyler offers credit card devices both with and without signature pads.

E. Terminal Locations and details -

- i. The County desires physical card terminals to enable receiving credit card payments in person at the following locations. The County may elect to implement additional terminals at all of these locations or may choose to add additional terminals or locations in the future.

1. County Treasurer Building, located at 34 Palmyra Way, Palmyra VA, 22963. - Four (4) terminals, Ingenico Lane/5000. Teller Windows, counter mounted to wood/Laminate counters approximately 2" thick. Tyler cashiering PC located on other side of cashier window within 6 feet of desired terminal locations.

TYLER RESPONSE: Terminals can be located as described and moved in the future. The terminals do require an accessible ethernet connection.

2. County Building Inspections, located at 132 Main Street, Palmyra, VA 22963 - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.

TYLER RESPONSE: Terminals can be located as described and moved in the future. The terminals do require an accessible ethernet connection.

3. County Planning Department, located at 132 Main Street, Palmyra, VA 22963
  - One (1) terminal, Ingenico Lane/5000 preferably but can be Ingenico Lane/3000. Clerk counter mounted to wood/Laminate desk/counter approximately 1 1/2" thick. Tyler cashiering PC located nearby within 10 feet of desired terminal location.

TYLER RESPONSE: Terminals can be located as described and moved in the future. The terminals do require an accessible ethernet connection.

- ii. The County may move the location of the offices shown above one or more times during the term of any resulting Contract. The Offeror agrees to assist the County with any move which affects the terminals above at no additional cost or expense to the County. So long as the building where the terminals are being relocated to is owned or leased by the County or any agency or department thereof, the Offeror consents to such movement of its terminals as a condition of any resulting Contract.

TYLER RESPONSE: Should the County move locations; Tyler support will assist remotely with any questions or issues regarding set-up of the hardware in the new location. If the County requests a Tyler representative to come on site to help with the setup and configuration in the new location, we will bill at our current implementation rates. Any additional services and charges will be agreed to in writing by Tyler and Client”.

#### F. Estimated Transaction Volume

- i. The table below summarizes the estimated total transaction volume potential for transactions utilizing the merchant services.

Transaction	Quantity	Annual Amount	Average Transaction	Current method
Utilities	1440	\$30,240.00	\$21.00	Cash/Check
Online Real Estate	962	\$301,402.00	\$313.31	Online credit card and e-check
Online Personal Property	7824	\$877,390.00	\$112.14	Online credit card and e-check
In-Person Real Estate	20084	\$28,490,025.00	\$1,418.54	Cash/Check
In-Person Personal Property	39809	\$6,365,366.00	\$159.90	Cash/Check
Building Inspection Total	624	\$293,810.00	\$470.85	Cash/Check
Planning Total	49	\$16,210.00	\$330.82	Cash/Check

## G. Services

- i. The Offeror shall support processing of at least MasterCard, VISA, and Discover branded cards. In addition, the County desires to accept debit cards.

TYLER RESPONSE: Supported out-of-the-box

- ii. The Offeror shall be Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard (DSS) compliant.

TYLER RESPONSE: Tyler is compliant with the PCI-DSS program. You can find Tyler's attestation of compliance on our website at <https://www.tylertech.com/about-us/compliance/pci-compliance>. Tyler Technologies can also be found on VISA's global registry of service providers (<https://www.visa.com/splisting/searchGrsp.do>). VISA created the CISP program, which was eventually superseded by the PCI program.

- iii. The County desires to provide signatureless transactions, not requiring customers to sign receipts.

TYLER RESPONSE: Signature capture is optional and at the discretion of the County.

- iv. The Offeror shall provide an online authorization service that is capable of capturing and verifying data necessary to electronically process the card transactions. The service must support separate authorization of each transaction. Batch processing of authorizations is unacceptable.

TYLER RESPONSE: Tyler Payments authorizes each transaction separately in real-time. These transactions are verified, and funds captured through the processor individually.

- v. The Offeror shall provide online daily transaction and account reconciliation reports with multiple sorting options.

TYLER RESPONSE: Tyler Payments offers a series of reconciliation dashboards and reports. You can choose daily or monthly reports of deposits, returns, and more. These reports are all accessed through the same Tyler Payments portal application where you can perform transaction research, voids, and investigate scheduled payments and so on. This portal aggregates the payment information for Munis and EnerGov payments.

- vi. The Offeror shall have a mechanism to void or reverse a payment as necessary.

TYLER RESPONSE: Supported out-of-the-box

#### H. Rates, Fees, and Expenses

- i. The Successful Offeror must provide the automated credit card payment collection at no cost to the County (or no cost except purchase of terminals). Any transaction or convenience fees charged by the Offeror will be paid by the payer and will be charged as a separate item to the payer directly. The amount of any add on fee will be made clearly known to payers when they use the service, so they are aware of the added cost before completing the transaction. The Offeror will notify the County in writing at least 60 days prior to making any changes to the fee schedule being charged to payers and under the resulting Contract, the County shall have the option to terminate the Contract within thirty (30) days of receiving such notice for any increase in the fees charged to the payers.

TYLER RESPONSE: Tyler supports this out of the box and will notify the County of any fee schedule changes. Fees can be passed to the payer and are clearly displayed during the payment process.

- ii. Special programs that are available to utility and municipal governments for certain payment types such as Visa's Utility Interchange Reimbursement Fee Program, Visa Service Fee or MasterCard Service Fee should be identified.

TYLER RESPONSE: Tyler's Merchant Services program supports the County's use of the card brand's special discount and fee programs. This is determined during the onboarding process.

- iii. The Convenience Fee would be charged to a customer for the convenience of taking and processing a payment for a County debt. The fee would be charged for a single payment made, regardless of the number of individual County debts or receivables included in the payment. The Offeror must propose a Customer Convenience Fee structure that is compliant with MasterCard, Visa, and Discover requirements.

TYLER RESPONSE: This is supported out of the box. Payers can collect several receivables in a single payment and the fee is calculated to apply to all items for a given merchant account. Tyler's fee schedules are compliant with the major card brand requirements.

- iv. The Offeror must provide a detailed fee schedule, including any applicable gateway fees, setup fees, monthly account fees, transaction fees for processing and reporting all transactions. Specify all other fees and charges, including, but not limited to, implementation and conversion costs and chargebacks, if applicable.

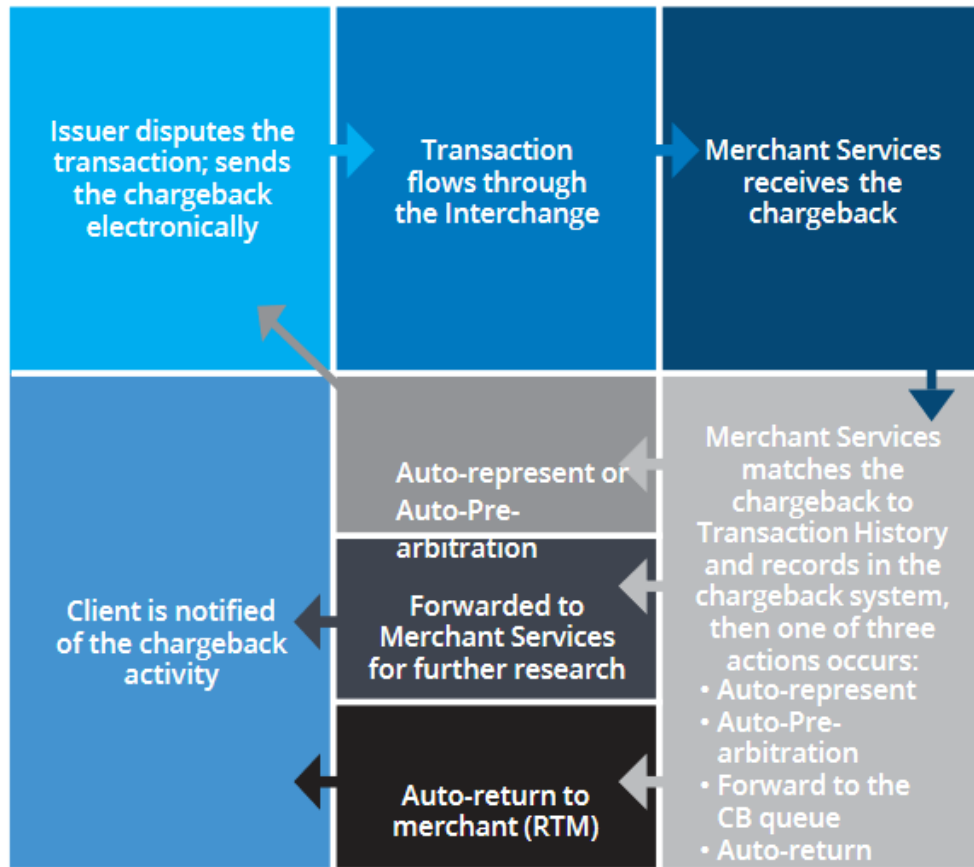
TYLER RESPONSE: Tyler provides a detailed breakdown of these fees including implementation, conversion, and chargebacks as part of the merchant services agreement.

- I. Charge backs and Disputed Transactions
  - i. The Offeror must describe the following information as related to chargebacks and disputed transactions:
    1. The resolution process to be followed including, identifying the role of each entity involved in the process and required timeframes for responding to requests.

TYLER RESPONSE: In general terms, upon a returned payment or disputed transaction, Tyler notifies your agency through the Tyler Payments dashboard and reporting tools. In some cases, the chargeback can be represented to the issuing bank. If that representation is not supported by the information available, you can use a provided Chargeback Management application to challenge or request recourse for a chargeback. When you decide to request recourse for a chargeback that has been returned, you can take the following actions.

1. Prior to responding, perform the following.
  - a. Note the “Due Date” which is located near the top of the Chargeback Document. Merchant Services must receive the recourse request by that date in order to be considered for possible representment
  - b. A Chargeback Reason Code Reference Guide can be provided to you. Use the guide to find recommendations for a given chargeback by the associated reason code. A Chargeback Analyst’s comments also appear online in the Chargeback Management application.
  - c. Make note of the reason code to determine if you have the appropriate supporting documentation to send with the recourse request.
2. Then, use the Chargeback Management application to upload clear and legible copies of the supporting documentation in an acceptable file format. The online tool describes the acceptable formats.
  2. The steps involved in handling a disputed transaction. The outline must reflect the actions and responsibilities of the card holder, card issuer, accepting financial institution, the Offeror and the County.

TYLER RESPONSE: The following diagram outlines how a disputed transaction reaches the County (Client) via the processor (Merchant services). The card issue initiates the dispute at the request of the card holder.



3. The extent to which the County could develop a list of items that could not be charged back (i.e.: tax payments, utility payments).

TYLER RESPONSE: The card networks grant the cardholder and card issuing banks the ability to dispute credit card transactions. There is no means within Tyler Payments to define a list of items for which transactions cannot be charged back.

4. The circumstances under which the County may be charged a research fee; and the charges for the same, including a maximum not to exceed cost.

TYLER RESPONSE: The County will not be charged a research fee for chargebacks.

J. Training and Support

- i. The Offeror shall provide initial training and ongoing support to assist County staff with process questions as they may arise.

TYLER RESPONSE: Yes, Tyler provides initial training and training support through go-live. Following the post go-live period ongoing training is available at the then current billable rate. Tyler support is available through your annual maintenance agreement.

- ii. Detailed training for staff after implementation and thereafter as needed. Technical support for all users of online County payment program (including County staff as well as all payers). Offers shall include detailed information regarding the options available for training (i.e. classroom setting, online demos, video training, etc.)

TYLER RESPONSE: Please see question Ji above.

- iii. The Offeror shall offer ongoing payer and County staff support and technical support in a variety of areas which include, but are not limited to, training County staff, installing and configuring product updates as they become available, assistance with design or any new County Fee types added to the system, updates to comply with laws, policy changes, software update utilities, etc. County staff training for upgrades or future enhancements must be available and included.

TYLER RESPONSE: Please see question Ji above. Tyler deploys industry leading technology and features that are continually enhanced through a process of perpetual upgrades as part of our Evergreen Philosophy. This includes a continuous stream of significant, yet manageable updates deployed over the life of the application with minimal disruption to our clients.

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly.

- K. Implementation - The system needs to be fully tested and operational no later than November 30, 2021.

TYLER RESPONSE: Please see the RFP response regarding project timeline.

## 5.3 Company Background

*c. Company Background Information, to include but not limited to the following:*

*i. Date the company began selling the proposed software/services to the public sector.*

*ii. Status of the company.*

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

### Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

### About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997
- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$88M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)



## Public Sector Focus

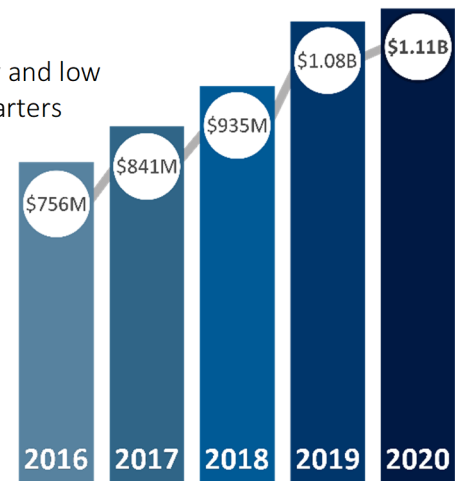
Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

## Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit [www.tylertech.com](http://www.tylertech.com)



## Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

## Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

### Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

### Employer of Choice

- Forbes' "Best Employers for Diversity" (2019)
- Forbes' "Best Employers for Women" list (2018)
- Forbes' "Best Midsize Employers" list (2018)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office
- Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler's Tempe, Arizona, office on Best Places to Work list (2017)

### Our Experience

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

#### ***iii. Number of employees supporting/developing the proposed System.***

Tyler currently employs more than 1,900 professionals dedicated to support and development.

#### ***iv. Define the company's long-term development strategy and plans for the system.***

Tyler has invested heavily in the Tyler Payments project in recent years, and it is a key part of our ever expanding product portfolio. Tyler Payments is one of a growing number of cloud-first solutions that is intended to work with all of your Tyler revenue products and even those non-Tyler products that your agency uses to serve your citizens. The Tyler Payments team plans to continue to build out the features that the market demands while adopting the latest in regulatory requirements and changing landscapes in the payment space.

***v. Number of public sector installs and size of these organizations including names and locations.***

Tyler Payments has 112 Public Sector sites. 7 sites have been included with information in the Reference section. Additional information can be provided upon request.

***vi. Future technology direction.***

Looking forward, Tyler Payments plans to increase the number of products that can take advantage of the features that Tyler Payments offers. Every quarter, Tyler Payments adds more integrators. As the number of product integrations grow, more of your agency's revenue streams can flow through the same application, giving you an all-up view of incoming revenue, and one vendor to work with when help is needed. When Tyler Payments develops a new feature, it is then available to those integrating products. In the foreseeable future this includes paying by text, validating eCheck payments for sufficient funds, recurring payments, and improved handling of repeated declines to name a few. All of this while improving and expanding the features that are available today like third-party wallets (Apple Pay), our Reconciliation dashboard and its suite of reports, interactive voice response (IVR) payments, miscellaneous payments, and point-of-sale support.

***vii. Future application revisions and enhancements.***

Today, Tyler Payments publishes fixes and enhancements multiple times per month to our production environment. Using a continuous integration model, leveraging both automated and manual testing, the team can push these changes as needed to all clients, making sure every agency has the latest version of the product with all the most recent improvements. Beyond the day-to-day development process, the Tyler Payments team is committed to constantly updating the technology on which the product is built to ensure that your data is handled securely and with the performance you expect from a modern web application.

***d. A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:***

***i. A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;***

Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

Please also refer to Tyler's Company Overview above.

***ii. A statement of how long the Offeror has provided services similar to the Services requested herein;***

Tyler Technologies has systematically rolled out Tyler Payments across our suite of Tyler products. Over the last 2 years we have made the Tyler Payments offering available to our Munis ERP and EnerGov solutions.

***iii. A general description of the Offeror's experience and background in providing services similar to the Services requested herein;******iv. Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material;*****Experience with Credit Card Processing**

The complexity around credit card processing, EMV, card readers, and related payment topics has continued to increase over the years. Tyler has seen firsthand the challenges our clients face as they work with various partners and proprietary software packages in place across the country. This can be a challenge to navigate – particularly during upgrades and RFPs. As a result of those challenges, Tyler has created a simpler, more streamlined approach that reduces the complexity of your payment ecosystem with a single source for your payment needs – Tyler Payments!

Tyler Payments offering provides merchant services and payment processing for both online payments in Munis, EnerGov and over-the-counter payments in Tyler Cashiering. This includes P2PE EMV-enabled card readers ordered directly from Tyler.

In addition to simplifying the vendor landscape, Tyler Payments also provides real-time payment processing (eliminating the “pending web payment” status on accounts), centralizes shopping carts, receipts, research, and fee handling. It creates a one-stop-shop for research on all payment activity processed through Tyler Payments – regardless of source.

While Tyler has taken a direct role in becoming the sole provider for Payment Processing – we also should emphasize that our solutions still provide the ability to inquire into propriety software packages (via API or flat-file) to obtain balances and pay them through Tyler’s online portal or Cashiering solution.

**5.4 Resumes of Key Personnel*****v. Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects; and***

Please see Section 3- Qualifications- above regarding Tyler resources and sample resumes. Below is an explanation of roles and responsibilities for your Tyler Project Manager (PM) and Implementation Consultant (IC).

**5.4.1 Tyler Roles & Responsibilities**

Tyler assigns project managers prior to the start of each phase of the project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple project roles.

**5.4.1.1 Tyler Project Manager**

The Tyler project manager(s) provides oversight of the project, coordination of Tyler resources between departments, management of the project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members.

Tyler Project Manager's role includes responsibilities in contract, implementation, and resource management and planning.

#### 5.4.1.2 Tyler Implementation Consultant

Document activities for services performed by Tyler. They help guide the client through software validation process following configuration and facilitate training sessions. ICs also assist during go live processing.

## 5.5 Financials / Litigation

*vi. Background Information including at minimum: most recent year's financials (prefer audited) and a disclosure of any past and pending litigation.*

### 5.5.1 Annual Report

Tyler's 2020 Annual Report Booklet has been provided with this proposal response.

### 5.5.2 Pending Litigation

There are no pending or prior litigation matters involving the proposed products and/or services. Tyler discloses the following pending or recent (within five years) litigation that may be responsive to this request:

Litigation matters involving a Tyler client: Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Litigations between Tyler and a Tyler client are not common. Tyler makes every effort to engage in reasonable and productive dispute resolution processes with its clients when there are project challenges or other apparent impasses under a contract. In limited circumstances, a Tyler client feels compelled to bring a lawsuit (often for reasons that, although unstated, are outside Tyler's control), or a third-party brings a lawsuit involving both Tyler and a Tyler client. Currently pending lawsuits that meet this description are summarized below:

- Kern County v. Tyler Technologies, Inc. (Superior Court of California, County of Kern, Case No. BCV-20-101197): Tyler was served on May 21, 2020. Kern County's complaint includes allegations of breach of contract and related tort claims and violations of state business statutes. Tyler strongly disputes those allegations. Tyler has been, and remains, ready, willing, and able to deliver on our contract. We hope the county will choose to engage with us productively and we look forward to refuting the misinformation and misguided allegations included in their complaint.

Recent litigation that meets this description is set forth below:

- Anoka County v. Tyler Technologies, Inc. (Anoka County, MN District Court): On June 15, 2020, Anoka County served Tyler with a complaint that Anoka did not file with the court, escalating a dispute outside of the contractual dispute resolution process. Anoka's complaint sought specific performance and damages in excess of \$50,000. On July 6, 2020, Tyler removed that lawsuit to the United States District Court for the District of Minnesota (Case No. 20-cv-1524). Tyler filed its answer, affirmative defenses and counterclaims on July 13, 2020. Tyler also continued to try to get Anoka to engage with Tyler in a productive and cooperative way. At the time of the dispute, Anoka was in live production on the contracted-for system, which they used for daily operations, including a publicly available portal for citizen inquiry and payment of current tax bills. Prior to Anoka filing the lawsuit, Tyler's project team had already delivered the functionality scheduled for go-live and post go-live, and continued to deliver on its ongoing obligations on a regular and highly-resourced basis. As a result of this highly engaged response by Tyler, the parties were able to mutually agree to a resolution, and the Court dismissed the case with prejudice on April 29, 2021.

- Sacramento Regional Public Safety Communications Center (“SacFire”) v. Tyler Technologies, Inc. (E.D. Cal. No. 2:18-cv-01111): On June 22, 2018, SacFire filed a lawsuit against Tyler relating to a proposal submitted by Tyler’s predecessor-in-interest, New World Systems Corporation, and a contract arising out of that proposal that SacFire and Tyler executed soon after Tyler acquired New World. The lawsuit asserted four claims relating to the proposal and the parties’ resulting contract. The lawsuit was baseless. Tyler filed a motion to dismiss the lawsuit, and one of SacFire’s claims was dismissed. The parties subsequently negotiated a mutually agreeable resolution of the remaining claims, and SacFire dismissed the case with prejudice. The Court entered that dismissal on July 17, 2019.

Litigation matters involving current or former Tyler employees: Although Tyler has more than 5,000 current employees, employment lawsuits involving Tyler are not common. Currently, there are loosely affiliated lawsuits against Tyler involving FLSA-type claims. Currently pending lawsuits that meet this description are summarized below:

- FLSA Lawsuits: There are individual plaintiff lawsuits and one class action/collective action lawsuit currently pending. Each of those lawsuits makes similar allegations: that certain Tyler professional services employees should be classified as non-exempt from overtime wage laws under state and/or federal law. Those lawsuits include the purported class/collective action Kudatsky v. Tyler Technologies, Inc. (N.D. Cal., Case No. 19-CV-07647) (service date: December 6, 2019); as well as individual plaintiff lawsuits Wright v. Tyler Technologies, Inc. (E.D. Ark., 20-cv-454) (service date: March 2, 2020) and Harrison v. Tyler Technologies, Inc. (E.D. Tex., 21-cv-607) (service date: August 6, 2021). In each case, Tyler is confident in its position that the Tyler employees have been properly classified as a matter of law and consistent with industry standards.

Recent lawsuits that meet this description are described below:

- Greene v. Tyler Technologies, Inc. (N.D. Ga., Case No. 19-cv-1338): Tyler was served with this lawsuit on March 26, 2019, and the parties mutually agreed to a resolution that was approved by the Court on April 14, 2021. The individual plaintiff alleged that she had been improperly classified as an exempt professional based on the nature of the work she performed for Tyler and its predecessor-in-interest, ExecuTime LLC. Tyler disputed her claims. Her lawyer is the same lawyer who filed the Wright and Harrison lawsuits referenced above.
- Kohlmann v. Tyler Technologies, Inc. et al. (N.D. Cal., Case No. 20-CV-00861): Tyler was served on January 7, 2020. A former Tyler employee alleged she was terminated because Tyler refused to accommodate, and discriminated against her on the basis of, a medical condition. Despite Tyler’s efforts, plaintiff failed her standardized assessments and, as such, her employment with the company was terminated. Tyler strongly disputed her contentions, and the lawsuit was dismissed with prejudice as of October 15, 2020.

Lawsuits otherwise involving Tyler software or services: Third parties have also brought lawsuits against Tyler based on some alleged connection between the cause of action and a Tyler software or service. Currently pending lawsuits that meet this description are summarized below:

- Chavez Law Offices, PA v. Tyler Technologies, Inc. (Second Judicial District Court, Bernalillo County, New Mexico, No. D-202-CV-2021-01248): On March 2, 2021, Tyler was served in the above-captioned proceedings. The Plaintiff, a law firm in New Mexico, alleges that Tyler, as the provider of the Odyssey File & Serve electronic filing system used by New Mexico courts, has not refunded certain filing fees paid by Plaintiff that the Plaintiff believes it should not have been charged. The complaint alleges certain tort claims and violations of the New Mexico Unfair Trade Practices Act. The lawsuit appears to be based on Plaintiff’s misunderstanding of how filing fees are assessed and the circumstances under which they may be refunded.

Tyler is confident that it has acted in accordance with the terms of its agreement and applicable law, and that the allegations in the complaint are meritless and warrant dismissal.

- *Levine v. Scott et al.* (DeKalb County Superior Court, GA, No. 19-CV-7832). Tyler was served on September 25, 2019. The plaintiff is an individual seeking declaratory and injunctive relief for various claims. His suit names twelve co-defendants along with Tyler, most of whom are officials from various Georgia state courts. As best can be understood from the complaint, the allegations stem from Mr. Levine's complaints about the results of various court proceedings and court rulings against him. Tyler had no involvement in any of those proceedings or rulings, and the only alleged connection between Tyler and the complaint appears that certain filings were entered using a Tyler electronic filing solution. Tyler is very confident that any claims against it, to the extent any claims are even pled against Tyler, are meritless and warrant dismissal.
- *Stern v. Snohomish County, d/b/a Snohomish County 911 ("Sno911") et al.* (Snohomish County Superior Court, State of Washington, No. 18-2-05901-31): Tyler was joined to a pending lawsuit against Sno911 on January 24, 2019. Plaintiff Darrin Stern is a former employee of Sno911, a Tyler client in live production on the New World Public Safety software. Mr. Stern alleges that Sno911 discriminated against him by failing to accommodate his alleged disability – color-blindness. He alleges a single claim against Tyler: that Tyler aided and abetted Sno911's discrimination against, and wrongful discharge of, Mr. Stern. Tyler had no role in Sno911's employment decisions relating to Mr. Stern. For that and other reasons, Tyler is confident that Mr. Stern's claims against Tyler are meritless.
- *Turnage et al. v. Oldham et al.* (W.D. Tenn., 16-cv-2907): Tyler was served on January 9, 2017. Tyler's original co-defendants include Shelby County, Tennessee and various Shelby County officials. The alleged class action plaintiffs' complaint alleges that processing errors in the County's new criminal justice software system resulted in certain plaintiffs being denied timely processing through the jail, incorrectly issued arrest warrants, or other errors. Tyler was responsible for the court case management system component of the system, and was not responsible, for example, for the jail management solution. Since that time, and various case consolidations, the consolidated plaintiffs have filed multiple amended complaints, ultimately naming all of the other vendors whose software or services were involved in the County's criminal justice system upgrade. Tyler moved to dismiss the lawsuit, and that motion was granted in part, leaving only one claim pending against Tyler. Tyler is confident in its defense against that claim. In August 2021, the court preliminarily approved a settlement agreement among all parties. That agreement is expected to be finally approved in November. Tyler continues to deny liability.

Recent litigation that meets this description is summarized below:

- *Akoloutheo, LLC v. Tyler Technologies, Inc.* (E.D. Tex., No. 19-CV-818): On November 14, 2019, Tyler was served in the above-captioned proceedings. The plaintiff claimed Tyler infringed its U.S. Patent No. 7,426,730 through two specifically identified Tyler software solutions: dataXchange and Tyler Content Manager. Tyler understands that the plaintiff is a non-practicing entity that has sued on this patent more than a dozen times since 2018. Before Tyler entered an appearance, the lawsuit was dismissed with prejudice on December 17, 2019.
- *Daniels Law LLC, et al, vs. Tyler Technologies, Inc.* (Gwinnett County Superior Court, State of Georgia, No. 19-A-00687-6): On January 31, 2019, three named plaintiffs filed an alleged class action relating to certain transaction fees assessed in connection with use of eFileGA, an electronic filing solution Tyler makes available to courts in Georgia. The lawsuit appeared to be based on plaintiffs' misunderstanding or mischaracterization of the State legislation outlining permissible fees for electronic filings and/or the fee structure Tyler has deployed consistent with that legislation. Tyler filed a motion to dismiss, and the plaintiffs ultimately responded by dismissing the lawsuit. The stipulation of dismissal was filed on July 12, 2019.

- Von Lossberg v. Tyler Technologies, Inc. et al. (4th Judicial District, Ada County, Idaho, No. CV01-18-12607): On July 15, 2018, plaintiffs, parents of an adult son, filed a lawsuit against Tyler, the State of Idaho, the Idaho State Police, Ada County and John/Jane Does 1-10. The lawsuit alleged that the adult son committed suicide using a handgun he should not have been allowed to purchase because an Order of Commitment had been entered against him. The county he resided in – Ada County – uses Odyssey and integrates from Odyssey with the Idaho State Police (“ISP”) to share information such as Orders of Commitment. It is undisputed that Tyler did not develop, implement or maintain that integration. Moreover, the complaint acknowledges that “the Ada County clerk’s office was sending Commitment Orders and the ISP was receiving them, but ISP’s system was not processing any of the information.” It is also undisputed that Tyler did not develop, implement or maintain the ISP’s system. Tyler moved to dismiss the lawsuit, and the court converted Tyler’s motion to a motion for summary judgment. Prior to that motion deadline, the plaintiffs agreed to dismiss the lawsuit against Tyler with prejudice, and the parties mutually agreed to related terms to resolve the lawsuit. The order dismissing Tyler from the lawsuit was entered by the court on June 18, 2019.
- Muranelli v. Town of Ossining et al. (State of New York): An individual property owner sued the Town of Ossining, NY and the Town’s Assessor for the 2016 assessment of the individual’s real property seeking declaratory relief based on an alleged error in that assessment. The property owner served Tyler with the lawsuit in April 2018, apparently because Tyler performed a revaluation for the Town; however, there is no claim against Tyler and the relief sought cannot be provided by Tyler. As Tyler was preparing its motion to dismiss, the parties were able to resolve the litigation on mutually agreeable terms.

Lawsuits initiated by Tyler: Tyler’s goal is to resolve every dispute reasonably and amicably. Where that is not possible, Tyler seeks redress through a lawsuit when it feels compelled to do so. Currently pending lawsuits that meet this description are set forth below:

- On August 10, 2020, Tyler filed a lawsuit in the United States District Court for the Southern District of Indiana, Tyler Technologies, Inc. v. Lexur Enterprises, Inc. et al (Case No. 20-cv-00173). The lawsuit is based on defendants’ concerted scheme to interfere with the bidding on public works contracts to undermine honest and fair competition in connection with the award of those contracts. The claims include federal and state antitrust claims, claims for tortious interference of contract and tortious interference with business relationships, and civil conspiracy.
- Tyler is also involved in a lawsuit against a former third-party vendor. The lawsuit, Tyler Technologies, Inc. v. Force Multiplier Solutions, Inc. et al. was instituted on August 8, 2017. Tyler sued Force Multiplier Solutions, Inc. and affiliated entities in a Texas state court for breach of contract and related equitable claims. FMS is a reseller of certain Tyler school products. Despite Tyler’s various attempts to secure payment, the FMS entities have refused to satisfy an outstanding receivable in excess of \$200,000. Tyler brought the lawsuit to enforce its contractual right to payment. The court granted summary judgment in Tyler’s favor, and Tyler is working to collect.

Recent litigation that meets this description is set forth below:

- On July 6, 2020, Tyler filed a lawsuit against Multnomah County, OR involving an implementation of its Odyssey Attorney Manager product. Tyler filed the lawsuit in the United States District Court for the District of Oregon (Case No. 20-cv-1083). The complaint alleged breach of contract and related claims arising out of the County’s failure to fulfill its obligations during the implementation and its refusal to pay for certain services Tyler delivered. Tyler was forced to take this action after extensive efforts at outreach and cooperation. Shortly after Tyler filed the complaint, the parties were able to engage in a productive dialogue, and subsequently negotiated a mutually agreeable settlement. As a result of the settlement, Tyler moved for



voluntary dismissal with prejudice. The Court entered that dismissal on December 7, 2020. The County remains a Tyler client on other Tyler Software today.

Lawsuits involving other Tyler matters: Other lawsuits, involving other issues at the corporate level, lawsuits involving one of Tyler’s predecessor-in-interest, or that represent some other type of filing are summarized below.

- In re NIC Inc. Stockholder Litigation (District Court of Johnson County, Kansas, Civil Court Department, 21CV01311): On July 12, 2021, plaintiffs filed this alleged consolidated class action petition. It is brought on behalf of the two named plaintiffs and all other similarly situated former shareholders of NIC Inc., a company that merged with and into Tyler effective April 21, 2021, after the NIC shareholders duly voted to approve the merger. The lawsuit alleges that NIC’s former board of directors breached their fiduciary duties to the NIC shareholders in connection with the merger. NIC, now a wholly owned subsidiary of Tyler, is named as a defendant, along with each director, because plaintiffs contend NIC is a “necessary party” for the relief requested – namely, compensation to the plaintiffs. Tyler and NIC are confident that the claims are baseless.
- Vision Appraisal Technology Holdings, LLC v. Tyler Technologies, Inc.: On November 3, 2017, Vision sued Tyler in a Massachusetts Superior Court. Vision claims Tyler violated a non-disclosure agreement relating to Tyler’s appraisal services business by hiring employees who had been employed by Vision. Tyler filed a motion to dismiss, and while that motion was pending, the parties agreed to a resolution of the dispute. That agreed resolution was filed with the Court on June 29, 2018.
- Munetrix, LLC v. Socrata, Inc. (E.D. Mich. No. 2:17-cv-12598): Prior to its acquisition by Tyler, Socrata was sued by a Michigan company on claims relating to a contract award to Socrata by the State of Michigan. The lawsuit was resolved by the parties through a mutually agreeable resolution, which resolution was also finalized prior to the acquisition.

Out of an abundance of caution, we are disclosing two instances in which a customer prematurely filed a claim in court against Tyler (and/or its predecessor-in-interest, New World Systems Corporation). In each instance, the lawsuit was dismissed, and the parties followed an inter-party resolution process that successfully unwound each New World Public Safety portion of the project on mutually agreeable terms. Those customers are Great Falls, MT (2016); and O’Fallon, IL (2016). Both of these sites remain a Tyler client on other software.

## 5.6 Pricing Options

*e. Pricing Options- Include Pricing Attachment and pricing of any optional services (with a clear indication that they are optional).*

Please refer to Section 2 of this proposal response for Pricing.

## 5.7 Responsibilities

*f. Description of the typical assistance the Offeror will require of County staff, if any.*

Below is a list of responsibilities and roles from County staff. Client resources will be assigned prior to the start of each phase of the project. One person may be assigned to multiple project roles.

### 5.7.1 The County Executive Sponsor

The County executive sponsor provides support to the project by providing strategic direction and communicating key issues about the project and its overall importance to the organization. When called

upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

### 5.7.2 The County Steering Committee

The County steering committee understands and supports the cultural change necessary for the project and fosters an appreciation for the project's value throughout the organization. The steering committee oversees the County project manager and project through participation in regular internal meetings. The County steering committee also serves as primary level of issue resolution for the project.

### 5.7.3 The County Project Manager (PM)

The County shall assign PM(s) prior to the start of this project with overall responsibility and authority to make decisions related to project scope, scheduling, and task assignment. The County PM should communicate decisions and commitments to the Tyler PM(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, the necessary resources are engaged to participate in discussions and make decisions in a timely fashion to avoid project delays. The County PM(s) are responsible for reporting to County steering committee and determining appropriate escalation points.

The County PM acts as primary point of contact for all contract and invoicing questions; and collaborates on and approves change requests, if needed, to ensure proper scope and budgetary compliance. The County PM also handles all site resource management items. The County PM collaborates with Tyler PM(s) to plan and/or establish:

- project timelines to achieve on-time implementation
- process and approval matrix to ensure that scope changes and budget are transparent and handled effectively and efficiently
- risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items
- key business drivers and success indicators that will help to govern project activities and key decisions
- communication channels at County site to aid in the understanding of goals, objectives, status, and health of the project by all team members
- requirements gathering process

### 5.7.4 The County Functional Leads

The County functional leads make business process change decisions, communicate current processes and procedures and desired changes during current and future state analysis. Most importantly, functional leads act as an ambassador/champion of change for the new process and provide business process change support. Finally, they actively participate in all aspects of the implementation.

### 5.7.5 The County Power Users

The County power users participate in project activities as required by the project team and pm(s). They act as SMEs, as needed, attend all scheduled training sessions, validate all configuration, and provide knowledge transfer to County staff during and after implementation.

### 5.7.6 The County End Users

County end users all scheduled training sessions and become proficient in application functions related to job duties. They adopt and utilize changed procedures related to their job functions.

### 5.7.7 The County Technical Lead

The County technical lead(s) coordinate updates and releases, copying of source databases to training/testing databases, adds new users/printers etc., as well as interface development for third party interfaces. They validate that all users understand log-on process and have necessary permission for all training sessions and develop/assist in creating reports as needed. They may also be responsible for extracting and submitting conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

### 5.7.8 The County Upgrade Coordination

The County upgrade coordinator utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process. They manage software upgrade activities post-implementation.

### 5.7.9 The County Change Management Lead

The County change management lead validates those users receive timely and thorough communication regarding process changes and provides coaching to supervisors to prepare them to support users through the project changes.

## 5.8 Sub-Consultants

*g. Proposed Sub-Consultants - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).*

Tyler does not use Sub-Contractors or Consultants. All representatives are employees of Tyler Technologies.

## 5.9 Addenda

*h. Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.*

Please reference signed addenda on the following pages.

### 5.10 Relevant Information

*i. Any information thought to be relevant, should be provided as an appendix to the Proposal of the Offeror to this RFP. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.*

Tyler has provided all relevant information in this proposal response.

### 5.11 Representative Projects

*j. Representative Projects: This section of the Offeror’s Proposal should list and describe representative clients currently served by Offeror for similar services, and especially projects for other Virginia agencies, localities, and public bodies. Include a project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body such as a Virginia County or City.*

See Reference section below.

### 5.12 References

*k. References: Provide the current name, address, and telephone number of at least four(4) client references that are similar in size and scope to the County’s Project, that have utilized a similar System in a comparable computing environment the Offeror has served either currently or in the past three (3) years; preferably 5 those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference. All government clients in Virginia must be provided as references, regardless of circumstances. Client reference information must include the date of installation and length of implementation.*

**TRADE SECRET**

Assumption on \$\$ Value is cost of service to site.

Company: City of Monroe, OH	Contact: Ms. Dawn Levandusky, Finance Operations Manager
Phone: 513.539.7374 x 1026	Email: <a href="mailto:levanduskyd@monroeohio.org">levanduskyd@monroeohio.org</a>
Dates of Service: 09/2020	\$\$ Value: \$0 – just cost of hardware
Implementation of Tyler Payments with Munis CSS	

Company: Fresno County Sheriff’s Office Civil Unit	Contact: Deputy Doug Richardson
Phone: 559-600-8185	Email: <a href="mailto:Doug.Richardson@fresnosheriff.org">Doug.Richardson@fresnosheriff.org</a>
Dates of Service: 6/2020	\$\$ Value: \$0 – just cost of hardware

Implementation of Tyler Payments with Tyler Cashiering	
--	--

Company: Hamilton County Schools, TN	Contact: Kevin Bartenfield, Director of Purchasing
Phone: 423-498-7173 ext. 20159	Email: <a href="mailto:bartenfield_k@hcde.org">bartenfield_k@hcde.org</a>
Dates of Service:1/2021	\$\$ Value: \$0 – just cost of hardware
Implementation of Tyler Payments with Tyler Cashiering	

Company: South Trail Fire and Rescue, South Trail, FL.	Contact: Nate Burley (div chief & fire marshal)
Phone: 239-482-8030	Email: <a href="mailto:nburley@southtrailfire.org">nburley@southtrailfire.org</a>
Dates of Service:3/2021	\$\$ Value: \$0 – just cost of hardware
Implementation of Tyler Payments with Mobile Eyes	

Company: Wicomico County	Contact: Nicholas Rice, Purchasing Agent
Phone: 410-548-4805	Email: <a href="mailto:nrice@wicomocounty.org">nrice@wicomocounty.org</a>
Dates of Service:3/2021	\$\$ Value: \$0 – just cost of hardware
Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering	

Company: Bedford County, VA	Contact: Kathryn Lewis
Phone: (540) 587-5676 ext. 1415	Email: <a href="mailto:klewis@bedfordcountyva.gov">klewis@bedfordcountyva.gov</a>
Dates of Service:6/2021	\$\$ Value: \$0 – just cost of hardware
<b>In Implementation</b>	
Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering (Munis & EnerGov)	

## 5.13 Fee Proposal

*I. Fee Proposal: All fees shall be in the form of firm, fixed prices or percentages to remain in effect throughout the period of the contract.*

Please reference pricing in Section 2 of this proposal response.

## 5.14 Cost and Effective Cost Control

*m. Cost and Effective Cost Control: The County will consider cost for services in evaluating proposals. Demonstrated history of effective control of project costs and collection success and ability to accomplish work in a timely manner including:*

*i. Describe the Offeror's cost control methodology;*

*ii. Describe the approach for reducing costs;*

*iii. Describe your documentation, tracking and reporting system;*

To maximize the advantages of a single vendor for payments and financials, an ideal provider would handle all aspects of the payment process, including onboarding, payment support, reconciliation, and hardware. A cloud-based, multi-tenant application, Tyler Payments is positioned for minimal maintenance and maximum availability. It requires very little training or on-site technical support. Tyler Payments has a flexible fee structure with no subscription or licensing costs, meaning you can provide predictable rates for your online payers—whether you pass the fees along or absorb them. In this proposal, Tyler has included the following costs/fees associated with our platform. Please reference the included cost proposal for details.

- Payer Electronic Payment Costs if the Town selects to transactional fees onto the consumer
- Credit Card Chargeback fees
- eCheck Reject fees
- IVR (optional functionality) per cost transaction
- Hardware
  - the Town can select to Rent or Purchase the credit card terminals from Tyler

*iv. Describe your program for quality control and time management; and*

### 5.14.1 Quality Management

Each custom project management plan deliverable includes a quality management plan. The purpose of the quality management plan is to define the responsibilities, activities, and metrics used in measuring and ensuring quality throughout the project. As with all projects, quality crosses various layers of work; implementation, processes, deliverables, software, and management. All layers require scrutiny and continuous adjustment in order to ensure project success, more commonly known as: plan, do, check, act.

#### 5.14.1.1 Quality Approach

The project quality approach for this project involves stakeholders and all other project team members beginning at the inception of project stages. This allows the team to focus on items related to quality in the initial stages so that specific quality activities and standards are incorporated right from the start. The project will also use status reports as a tool to communicate any quality risks or issues that arise.

#### 5.14.1.2 Quality Metrics

The project team must agree on the metrics by which quality will be measured. For instance, if a process can be achieved in the software “out of the box,” but requires a process change that users are resisting because it represents change, the project team should agree to assign a metric of “Pass.” Likewise, if a core software

process required for production processing cannot be completed successfully in a test scenario, there are no viable work-arounds available, the project team should agree to assign a metric of “Fail,” and submit it for re-testing.

### 5.14.2 Control Points

Quality assurance is focused on the project’s processes and, when executed properly, provides confidence that quality requirements can be fulfilled. The iterative process for providing quality assurance will include review and completion of the following for each phase of the project. Below are the control points requiring acceptance before moving to the next implementation stage.

#### 5.14.2.1 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of a project management plan and initial project schedule. All stage deliverables accepted, project governance is defined, the project portal is available, and the stakeholder meeting has concluded.

#### 5.14.2.2 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes documentation of future state decisions, the solution orientation is completed, and conversion data extracts are received by Tyler. If applicable, data conversion plans have been built.

#### 5.14.2.3 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes installation of software, delivery of an installation checklist/system document, review of conversions, completed modifications and revised configuration for modifications where applicable. The solution has been configured and the solution validation test plan has been reviewed and updated if needed.

#### 5.14.2.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage is a solution validation test report, an update go-live action plan and checklist, and end user training, culminating in a go-live planning session.

#### 5.14.2.5 Control Point 5: Production Stage Acceptance

Acceptance criteria for this stage is converted data is available in production environment. Go-live activities have been defined in the go-live action plan completed. A client services support document is provided.

#### 5.14.2.6 Control Point 6: Close Stage Acceptance

Acceptance criteria for this stage includes the posting of the project report that includes a completed report indicating all project deliverables and milestones have been completed.

### 5.14.3 Acceptance Process

The coordination of gaining client feedback and approval on project deliverables will be critical to the success of the project. The following process will be used for accepting deliverables and control points:

- The County shall have five business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each deliverable or control point. If the County does not

provide acceptance or acknowledgement within five business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the deliverable or control point as accepted.

- If the County does not agree the deliverable or control point meets requirements, the County shall notify Tyler PMs, in writing, with reasoning within five business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the deliverable.
- Tyler shall address any deficiencies and redeliver the deliverable or control point. The County shall then have two business days from receipt of the redelivered deliverable or control point to accept or again submit written notification of reasons for rejecting the milestone. If County does not provide acceptance within two business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the deliverable or control point as accepted.

The delivery approach is systematic, which reduces variability and mitigates risks to ensure project success.

#### 5.14.4 Quality Control

Quality control is focused on the project's product as opposed to its processes. It involves listing all of the expected deliverables, testing activities, acceptance criteria, and quality control owners. This list may include items that extend beyond Tyler's involvement, but should be maintained as one, cohesive quality control checklist. The checklist is a document that will likely change over the life of the project as lessons learned influence future quality planning.

#### ***v. Overall benefits value as compared to pricing, project plans and other factors.***

The benefits of using Tyler Payments as your payment provider include:

- Inherent integration with Tyler products you already, Munis, EnerGov, Self Service and Tyler Cashiering
- On the Tyler approved list.
- A single contact for software implementation and merchant boarding
- Seamless integration and reconciliation with Tyler products.

Tyler Payments is highly responsive and supports:

- Real-time, scheduled, and recurring credit card payments.
- eChecks and recurring eChecks for all payment types as part of check-out.
- Both and API and flat-file integration approach.
- The ability to collect for non-billed (miscellaneous)

#### ***n. Timeline: Offeror shall include with their proposal response, a detailed schedule for implementation.***

### 5.15 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

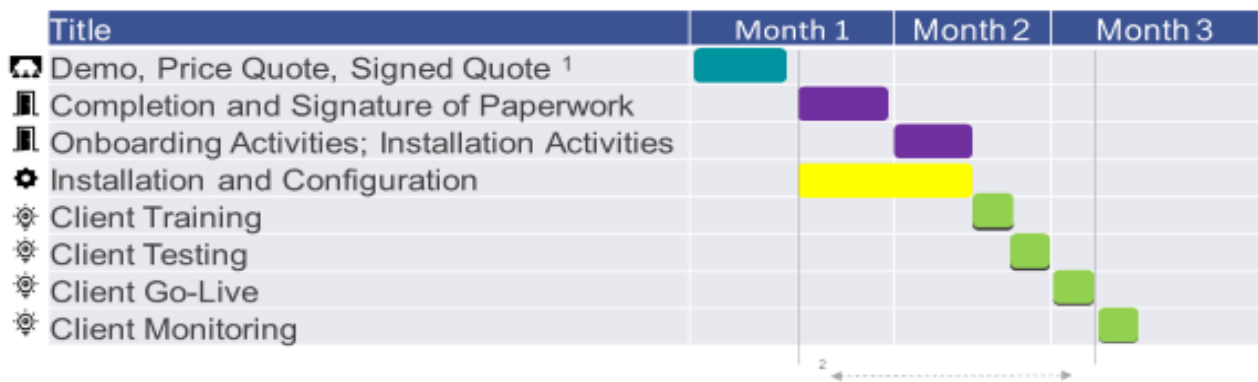


Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the County’s goals and Tyler’s recommended approach, and assumes the product will be used as is, without additional go-live customizations.

### 5.15.1 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

## Project Plan Framework – Key Events and Durations



<sup>1</sup> = triggers the installation scheduling to occur in the subsequent 30-day window in parallel with onboarding activities  
<sup>2</sup> = duration from signing to go-live event. Optimistically could be 7 weeks. Communicate as a “2 month” process from signing.

## Key Events and Durations – Planning Sheet

Title	Duration	Start date	End date
🏠 Demo, Price Quote, Signed Quote <sup>1</sup>	15 days		
📄 Completion and Signature of Paperwork	15 days		
📄 Onboarding Activities; Installation Activities	15 days		
⚙️ Installation and Configuration	[30 days] <sup>1</sup>		
👤 Client Training	1 wk		
👤 Client Testing	1 wk		
👤 Client Go-Live	1 wk		
👤 Client Monitoring	1 wk		

<sup>1</sup> = triggers the installation scheduling to occur in the subsequent 30-day window in parallel with onboarding activities  
<sup>2</sup> = duration from signing to go-live event. Optimistically could be 7 weeks. Communicate as a “2 month” process from signing.

## Section 6 Forms

*G. Forms: All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.*

### 6.1 Certificate of No Collusion

*i. Certificate of No Collusion*

Please reference the following pages.

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of Tyler Technologies, Inc., does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

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

  
Signature of Company Representative

Tyler Technologies, Inc., Rob Kennedy-Jensen, Director, State & Local Contracts

Name of Company

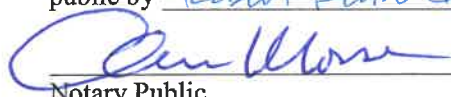
10/12/21

Date

**ACKNOWLEDGEMENT**

STATE OF ~~VIRGINIA~~ **MAINE**  
~~KUWANNA COUNTY~~, to wit: County of **CUMBERLAND**

The foregoing Certification of No Collusion bearing the signature of Rob Kennedy-Jensen and dated 10/12/21 was subscribed and sworn to before the undersigned notary public by Robert Kennedy-Jensen on 10/12/21.

  
Notary Public

My commission expires: 11/18/2027

**CODE OF VIRGINIA**

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment C)**

## 6.2 Offeror Statement

### *ii. Offeror Statement*

Please reference the following pages.

**OFFEROR STATEMENT**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Rob Kennedy-Jensen, Director, State & Local Contracts

Type or Print Name & Title of Authorized Person



Signature of Authorized Person Submitting This Bid

10/12/21

Date

SUBSCRIBED AND SWORN to before me by the above named

Robert + Kennedy-Jensen on the 12<sup>th</sup> day of October, 2013

 10/12/21

Notary Public in and for the State of Maine

My commission expires: 11.18.2027

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION-** (Attachment D)

## 6.3 Proof of Authority to Transact Business in Virginia

### *iii. Proof of Authority to Transact Business in Virginia*

Tyler Technologies, Inc. State Business License Number F161897-6.

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Article IV.2-4311.2 have been met.

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

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

B.  Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F1618976.

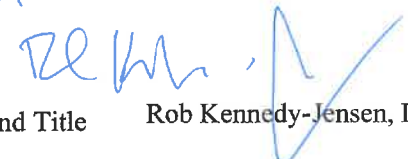
C.  Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

Legal Name of Company (as listed on W-9) Tyler Technologies, Inc.

Legal Name of Offeror/Bidder Tyler Technologies, Inc.

Date 10/12/21

Authorized Signature 

Print or Type Name and Title Rob Kennedy-Jensen, Director, State & Local Contracts

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION (Attachment B)**

## 6.4 Vendor / Offeror Data Sheet

### *iv. Vendor/Offeror Data Sheet*

Please reference the following pages.



**VENDOR DATA SHEET**

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

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

2. Vendor's Primary Contact:

Name: Steve Simmons Phone: 800-772-2260, ext. 4751

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

55 Years          Months Tyler Technologies was founded in 1966 and has been solely focused on the public sector since 1998.

4. Vendor Information:

FIN or FEI Number: 75-2303920 If Company, Corporation, or Partnership

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

Company: City of Monroe, OH	Contact: Ms. Dawn Levandusky, Finance Operations Manager
Phone: 513.539.7374 x1026	Email: levanduskyd@monroeohio.org
Dates of Service: 09/2020	\$\$ Value: \$0-just cost of hardware
Implementation of Tyler Payments with Munis CSS	

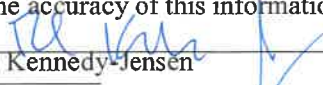
Company: Fresno County Sheriff's Office Civil Unit	Contact: Deputy Doug Richardson
Phone: 559.600.8185	Email: dough.richardson@fresnosheriff.org
Dates of Service: 06/2020	\$\$ Value: \$0-just cost of hardware
Implementation of Tyler Payments with Mobile Eyes	

Company: Wicomico County	Contact: Nicholas Rice, Purchasing Agent
Phone: 410.548.4805	Email: nrice@wicomicocounty.org
Dates of Service: 03/2021	\$\$ Value: \$0 - just cost of hardware
Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering	

Company: Bedford County, VA	Contact: Kathryn Lewis
Phone: 540-587-5676	Email: klewis@bedfordcountyva.gov
Dates of Service: 06/2021	\$\$ Value: \$0-just cost of hardware

Implementation of Tyler Payments with Citizen Self Service and Tyler Cashiering (Munis and EnerGov)

I certify the accuracy of this information.

Signed:  Title: Director, State & Local Contracts Date: 10/12/21

\*Please also reference Section 5.12 References in the proposal response.

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment A)**

## 6.5 Other Forms

### *v. Other forms specific to this RFP including the Pricing Attachment*

Pricing has been submitted in Section 2 of this proposal response.

*H. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.*

*I. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. If necessary, the County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.*

*J. System Demonstrations and Site Visits - Offerors may be required to provide in-office system demonstrations that show the full functionality of the proposed system. Offerors should be prepared to demonstrate how the application meets the requirements defined in this RFP.*

*Offerors should be prepared to respond to questions during the demonstrations. Offerors may be required to facilitate a site visit to a client for the purposes of evaluating the installed system and reviewing customer's satisfaction.*

*K. Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County as a result of cancellation of this RFP or failure to be awarded a contract under this RFP.*

*L. Ownership of Proposals: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.*

Tyler has read and understands these requirements.

## Section 7 Proposed Solution

### 7.1 Tyler Payments

Please reference the following pages.

# Tyler Payments

FOR MUNIS



## IMPROVE USER EXPERIENCE

Handle payment processing, check-out, fee handling, shopping cart, and receipts consistently



## STREAMLINE PAYMENTS

Simplify the complexity of your payment ecosystem with a single source for your payment needs



## TYLER INTEGRATIONS

Munis Resident Access  
 Tyler Cashiering

## A SINGLE SOURCE FOR ALL OF YOUR PAYMENT PROCESSING NEEDS

Tyler Payments™ for Munis® is a public-facing, cloud-based payment solution that makes it easy for public sector agencies that depend on Munis for revenue management to accept online and over-the-counter payments for bills, fees, tickets, and fines. It integrates seamlessly with Munis to handle the complexity of payment processing without the need for third-party payment providers.

- Tyler Technologies is a registered merchant service provider (MSP) that is equipped to handle all aspects of the payment process, reducing the number of entities required to handle citizens' sensitive information.
- Tyler Payments has a flexible fee structure with no subscription or licensing costs, meaning you can provide predictable rates for your online payers — whether you pass the fees along or absorb them.

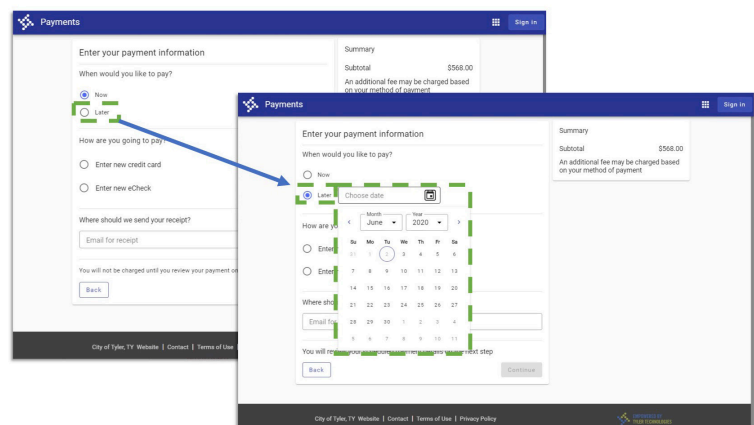
## MAXIMIZE ELECTRONIC PAYMENT ADOPTION

Tyler Payments is a tightly integrated, secure payment platform for online payments. Munis users may maximize electronic payment adoption with the following features:

- A secure payment platform, compliant with PCI/PA-DSS standards
- Real-time payment processing that reflects updates to payer account balances immediately, eliminating the “pending web payment” status on accounts
- Payer ability to set recurring payments and schedule payments for a future date
- Acceptance of various payment methods, including Apple Pay®, credit cards (such as Amex®), and e-checks
- Ability to make payments from any device, anywhere, any time of day

## BENEFITS FOR BILLERS

- **Maintain only one vendor relationship.** Tyler supports all aspects of the payment process, including onboarding, payment support, reconciliation, and hardware.
- **Enjoy better oversight.** Easily review payment details with administrative transaction and reconciliation tools.
- **No subscription fees.** No licensing or subscription costs, and a flexible payment fee structure.



For more information visit [tylertech.com](http://tylertech.com)

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## Section 8 Terms and Conditions of the RFP

### 8.1 Exceptions to the RFP

#### Fluvanna County, VA

#### #2022-01 Merchant Services-Card Payment System RFP Exceptions

#### Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contracts. That methodology, and those contracts, have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. As the Client and Tyler have an active contract in place, Tyler's preference is to add the proposed software and services to that agreement, specifying applicable terms and pricing. If the Client requires a separate agreement for the proposed software and services, the exceptions set forth below are based on Tyler's standard contract. **Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.**

Tyler is providing "exceptions" to the procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- **Contract Considerations.** Tyler reserves the right to negotiate any and all terms to the mutual satisfaction of the parties. Tyler expects to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains language specific to the software industry, such as license grant and intellectual property infringement. **Therefore, these exceptions are submitted in replace of a redlined version of the example Merchant Services Agreement.** Tyler recognizes that there may be clauses of particular importance to the Client that may not be included in the Tyler contract. Tyler is amenable to accommodating the Client's contract requests by incorporating mutually agreed clauses into the Tyler contract. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.
- **Pricing.** Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- **Payment Terms.** Tyler's standard payment terms are set forth in our standard contract and Investment Summary.
- **Applicable Law.** Tyler agrees to comply with applicable laws and mutually agreed to Client policies/procedures. Tyler reserves the right to discuss in good faith which laws and policies/procedures the Client considers applicable, and to identify those in the contract. To the extent compliance requires a modification to the Tyler software, Tyler will provide that modification but reserves the right to discuss additional costs. Tyler will comply with the ADA in its employment practices. Tyler has included information regarding the accessibility features of our proposed software, but reserves the right to negotiate the applicability of the ADA or other similar laws/regulations/policies to Tyler's software.
- **Project Plan.** Tyler's Proposal includes a sample project plan. Tyler reserves the right to negotiate project timelines and will deliver the actual project plan upon obtaining further information from the

Client. Tyler reserves the right to discuss any services outside the original scope of the Agreement should they become necessary.

- **Personnel.** Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources. Tyler reserves the sole right to assign and reassign project personnel but will use commercially reasonable efforts to maintain consistency of project personnel.
- **Acceptance.** Tyler is willing to negotiate a mutually agreeable acceptance process based on warranted functionality.
- **Indemnification.** Tyler shall defend, indemnify and hold harmless the Client from and against any and all third party direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; a breach of Tyler's confidentiality obligations arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to Tyler's performance under the contract. The Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. The Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense. Tyler will defend, indemnify, and hold harmless the Client from third-party claims that the Tyler software and/or documentation infringes an intellectual property right in accordance with Section H(1) of Tyler's standard contract.
- **Insurance.** We agree to secure our insurance from a carrier with a minimum AM Best rating of A:VII. Tyler's insurance program is established at a corporate level and is not subject to change on an individual customer basis. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.
- **Termination.** The Client may terminate the contract for cause in the event Tyler fails to cure a material breach according to the terms of the dispute resolution process set forth in Tyler's standard contract. The Client will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process. The Client may terminate the contract for non-appropriations on thirty days' prior written notice. Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by Tyler prior through the effective date of termination. The Client will not be entitled to a refund or offset of previously paid license and other fees.

- **Dispute Resolution.** Resolution of contract disputes shall be in accordance with the invoice and dispute resolution procedures in the standard Tyler contract. Tyler reserves the right to remove any litigation to a federal court of competent jurisdiction.
- **Warranty.** Tyler does not provide implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, as they are subjective. For as long as the Client has a current Maintenance Agreement in place, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current documentation. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the defect as set forth in the Maintenance and Support Agreement. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the Client. This provides the exclusive remedy available to Client for such breach of warranty. Tyler passes through to its clients all warranties received on third party products.
- **Ownership/Work for Hire.** Tyler does not agree to work-for-hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- **Use and Public Disclosure.** The Client may use the Tyler Proposal for its internal reference in evaluating proposals. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- **Proposal Basis.** Tyler's proposal is based on the information provided in the RFP. Tyler has read and understands the RFP terms and conditions, and Tyler's Proposal is submitted in conformance with those terms and conditions, except as modified by, taken exception to, or as otherwise provided in Tyler's Proposal.
- **Maintenance & Support.** Maintenance and Support will be provided in accordance with Tyler's standard contract.
- **Documentation.** Tyler will make available such documentation as it makes generally available to all clients using the proposed software and services, and reserves the right to provide some or all documentation electronically, including embedding in the Tyler Software. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- **Client List.** Contractual limitations prevent Tyler from disclosing certain clients. Tyler has enclosed a representative sample of its client list.
- **Limitation of Liability.** Except as otherwise expressly set forth in the Agreement, Tyler's liability for damages arising out of the contract, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the client's actual direct damages.
- **Exclusion of Damages.** To the maximum extent permitted by law, in no event shall Tyler be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Tyler has been advised of the possibility of such damages.
- **Confidentiality.** Client and Tyler will mutually maintain the confidentiality of any non-public information obtained during the course of the procurement and any resulting relationship in accordance with the confidentiality provision in Tyler's standard contract. Tyler will execute a mutually agreed NDA if required by the Client.
- **Assignment.** Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.



- **Cooperative Purchasing.** To the maximum extent permitted by applicable law, we agree that the Agreement resulting from this RFP may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth therein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- **Right to Audit.** The Client may, at its own expense, audit Tyler's books and records relating directly to the contract once per year on one week advance written notice.
- **Business Associate Agreement.** Tyler reserves the right to discuss whether a Business Associate Agreement ("BAA") is required for the relationship. Tyler does not sign BAA's absent discussion with Client regarding the applicability to the relationship.

## 8.2 Sample License Agreement

Please reference the Sample License Agreement on the following pages.



## SOFTWARE AS A SERVICE AGREEMENT<sup>1</sup>

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means **INSERT CLIENT NAME**.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

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<sup>1</sup> **HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.**

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In

either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is **three (3)** years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
  
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

**TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
  
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
  
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
  
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

- |                  |  |
|------------------|--|
| Exhibit A        | Investment Summary   |
| Exhibit B        | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy |
| Exhibit C        | Service Level Agreement<br>Schedule 1: Support Call Process        |
| Exhibit D        | Third Party Terms  |
| <b>Exhibit E</b> | <b>Statement of Work</b>   |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

**INSERT CLIENT NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

**INSERT CLIENT NAME**  
**CLIENT ADDRESS**  
**ADDRESS**  
**Attention:** \_\_\_\_\_



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.<sup>2</sup>
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.<sup>3</sup>
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

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<sup>2</sup> IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

<sup>3</sup> REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.



applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.<sup>4</sup>

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

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<sup>4</sup> USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

[AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, Denial of Service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**End User License Agreement<sup>5</sup>**

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<sup>5</sup> INCLUDE ONLY WHERE TYLERFORMS ARE PART OF LICENSED MODULES.

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

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- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

## 6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

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7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.



7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

## 8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

Last Updated: July 22, 2017



**Exhibit E**  
**Statement of Work**

*Statement of Work, if applicable, to be inserted prior to Agreement execution.*



# CERTIFICATE OF LIABILITY INSURANCE

BOS 2022-0406 P.307/456  
3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Moira Crosby <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Hartford Casualty Insurance Company <b>INSURER C:</b> Lloyds of London Syndicates <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 21-22 GL Auto UMB WC


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08UENAY8572	4/1/2021	4/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08UENAY8572	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			08XHUAZ8392	4/1/2021	4/1/2022	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WBAK8AGK	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000220	12/17/2020	12/17/2021	Primary Limit	\$10,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000320	12/17/2020	12/17/2021	Excess Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  James Hays/MCROSB 

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**COMMENTS/REMARKS**

Cyber/Privacy Professional Liability  
Policy #B0621PTYLE001220  
Effective 12/17/2020-12/17/2021  
Lloyds of London Syndicates  
Excess Limit \$10,000,000 (Excess of Primary Cyber Policy Limit of \$10,000,000 and Excess  
Cyber Policy Limit of \$10,000,000)



Quoted By: Steve Simmons  
 Quote Expiration: 05/21/22  
 Quote Name: Fluvanna County - ERP - Tyler Payments  
 Quote Description: Tyler Payments - Munis and EnerGov

**Sales Quotation For:**

Fluvanna County  
 PO Box 540  
 132 Main Street  
 Palmyra VA 22963-1001  
 Phone: +1 (434) 591-1910

**Transaction Fees**

Description

- EnerGov Tyler Payments
- EnerGov Tyler Payments POS
- Munis Tyler Payments
- Munis Tyler Payments POS

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Monthly Rental, Credit Card Device, Lane 5000 (w/ EMV, P2PE)	6	\$ 0	\$ 0	\$ 0	\$ 1,656	\$ 0	\$ 1,656
Tyler Payments PCI Service Fee (Per Device)	6	\$ 0	\$ 0	\$ 0	\$ 1,080	\$ 0	\$ 1,080

**TOTAL** **\$ 0** **\$ 2,736**

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 2,736
<b>Summary Total</b>	<b>\$ 0</b>	<b>\$ 2,736</b>
<b>Contract Total</b>	<b>\$ 2,736</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.



<b>Payer Electronic Payment Costs</b> If passing transaction costs to the payer	
<p><u>Online Payer Utility Card Cost</u> – Convenience Fee – per card transaction with Visa, MasterCard, Discover, and American Express for online utility transactions</p> <p>Applied to:</p> <ul style="list-style-type: none"> <li>- Munis – online – utility billing</li> </ul>	<p>\$2.95 \$120 transaction cap</p>
<p><u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for non-utility online transactions and all in-person transactions.</p> <p>Applied to:</p> <ul style="list-style-type: none"> <li>- Munis – over the counter – utility billing</li> <li>- Munis – over the counter and online                             <ul style="list-style-type: none"> <li>o Real Estate</li> <li>o Personal Property</li> </ul> </li> <li>- EnerGov – over the counter and online                             <ul style="list-style-type: none"> <li>o Building Inspection</li> <li>o Planning</li> </ul> </li> </ul>	<p>2.95% \$2.50 minimum</p>
<p><u>Payer eCheck Cost</u> – per electronic check transaction</p>	<p>\$1.25</p>
<b>Miscellaneous Costs</b>	
<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p>	<p>\$15.00</p>
<p><u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)</p>	<p>\$5.00</p>
<p><u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p><a href="#">Lane 3000</a>: \$396 (annual recurring) <a href="#">Lane 5000</a>: \$456 (annual recurring)</p>
<p><u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p><a href="#">Lane 3000</a>: \$419 (one-time fee) <a href="#">Lane 5000</a>: \$529 (one-time fee) Plus \$180 Device Annual Support</p>
<p><u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed</p>	<p>\$0.50</p>

**Exhibit 1****BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This BUSINESS ASSOCIATE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into by and between \_\_\_\_\_ (hereinafter the “Business Associate”), and **FLUVANNA COUNTY**, a political subdivision of the Commonwealth of Virginia, and specifically including the Fluvanna County Treasurer’s Office, (hereinafter collectively the “County”) effective as of the date of the Merchant Services -Card Payment System Contract (the “Contract”) between the County and the Business Associate to which this Agreement is attached.

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

**I. GENERAL PROVISIONS**

**Purpose.** Business Associate has been retained by the County to perform certain activities, or services (collectively, “Services”) as described in the Contract. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) and Confidential Information (as defined below) that the Business Associate may affect, view, access, move, transmit, create, receive, or use in connection with the Services to be provided by Business Associate to the County, consistent with the standards set forth in this Agreement and the regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). This Agreement is intended to protect the County and its PHI and Confidential Information and the Agreement is a material term to the County’s acceptance of and desire to enter into the Contract **Any notification to the County hereunder to be made shall be directed to the County of Fluvanna, Attention Eric Dahl, 132 Main Street, Palmyra, VA 22963 with a copy to the Fluvanna County Attorney, Frederick W. Payne, 414 East Jefferson Street, Charlottesville, VA 22902.**

**B. Effective Date.** The provisions of this Agreement shall take effect on the date the Contract takes effect, or the date the Business Associate first receives PHI or Confidential Information related to the Contract, whichever is earlier, and shall continue in full force and effect for the Term of the Contract, including any and all renewals or extensions thereof or until the Business Associate has returned all PHI and Confidential Information as defined herein, whichever is later.

**C. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. “Breach” shall have the meaning given such term in 45 C.F.R. §164.402.

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

## II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Scope of Use and Disclosure of Protected Health Information.** Business Associate agrees to not use or further disclose PHI and Confidential Information other than as permitted or required by this Agreement or as Required By Law. Business Associate understands and agrees that the PHI and Confidential Information includes sensitive and personal data maintained by the Treasurer and/or the County and that its disclosure could cause irreparable damage to the County, Treasurer and its citizens. This Agreement is being entered into so as to protect the disclosure and confidentiality of all PHI and Confidential Information and is material to the award of the Contract to

the Business Associate. Business Associate shall be responsible under the Contract for the Services for the new System as described in the Contract.

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

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

### III. NON-DISCLOSURE PROVISIONS

- A. The Business Associate agrees that the PHI and Confidential Information is to be considered confidential and not to be disclosed and the Business Associate shall hold the same in confidence, shall not use the PHI or Confidential Information other than for the purposes of the Contract, and shall disclose any PHI or Confidential Information only to the authorized agents of the County. The Business Associate shall not disclose, publish or otherwise reveal any of the PHI or Confidential Information received from the County or under the Contract to any other party whatsoever except with the specific prior written authorization of the County.
- B. PHI and Confidential Information furnished in tangible or electronic form shall not be duplicated by the Business Associate except for purposes of the Contract and consistent with the terms of this Agreement. Upon the request of the County, the Business Associate shall return all PHI and Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.
- C. The Business Associate shall not, without specific prior written authorization of the County, remove any PHI or Confidential Information from the County Offices or Treasurer's Office.

#### IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

#### V. TERM AND TERMINATION

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

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

#### C. Effect of Termination.

1. Except as provided in Section V.C.2, upon termination of this Agreement, for any reason, Business Associate shall return all PHI and Confidential received from County, or created or received by Business Associate on behalf of County and shall no longer access the County's PHI or Confidential Information for any reason. Business Associate shall retain no copies of the PHI. This section shall also apply to PHI and Confidential Information that is in the possession of subcontractors or agents of Business Associate.

2. The provisions of this Agreement shall be in addition to any requirements of the Contract and shall never be read as a limitation of the requirements on the Business Associate under the Contract.

**VI. ACKNOWLEDGEMENT AND SIGNATURES**

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

**THE COUNTY: County of Fluvanna**

Signature: \_\_\_\_\_(SEAL)

By: Eric M. Dahl, County Administrator

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

**THE COUNTY: County of Fluvanna Treasurer’s Office**

Signature: \_\_\_\_\_(SEAL)

By: Linda Lenherr, Treasurer

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

**BUSINESS ASSOCIATE: \_\_\_\_\_**

Signature: \_\_\_\_\_(SEAL)

Printed Name of Officer: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Fluvanna County Attorney





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

**TAB H**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Advertise a Public Hearing for the FY22 American Rescue Plan Act (ARPA) Funds				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the advertisement of a Public Hearing for the supplemental appropriation of \$2,648,439 of American Rescue Plan Act Funding for FY22.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Per the Code of Virginia 15.2.2507, any additional appropriation(s) which increases the total budget by more than 1% of the total expenditure budget for that fiscal year is required to be advertised for a public hearing at least seven days prior to the Board of Supervisors' approval of such appropriation; with such advertisements authorized by the County Administrator, unless the County Administrator deems such request for advertisement should require Board of Supervisors approval.</p> <p>The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide emergency funding for eligible state, local, territorial, and Tribal governments.</p> <p>The funding is allocated for relief to:</p> <ul style="list-style-type: none"> <li>• Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;</li> <li>• Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;</li> <li>• Support immediate economic stabilization for households and businesses; and,</li> <li>• Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.</li> </ul> <p>The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit</p>				

	by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.				
<b>FISCAL IMPACT:</b>	<ul style="list-style-type: none"> <li>• Fluvanna County received \$2,648,439 in June 2021</li> <li>• The County will receive another \$2,648,439 around June 2022.</li> <li>• The covered period begins March 3, 2021 and ends on December 31, 2024, with a few important distinctions and exceptions to the covered period:               <ul style="list-style-type: none"> <li>○ Funds must be INCURRED (i.e. obligated) by December 31, 2024</li> <li>○ Funds must be EXPENDED with all WORK PERFORMED and COMPLETED by December 31, 2026</li> </ul> </li> </ul>				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Notice of Public Hearing – ARPA Funds				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			

(Seal)  
**FLUVANNA COUNTY**  
**NOTICE OF**  
**PUBLIC HEARING**

Pursuant to Virginia Code Sec. 15.2-2507, the Board of Supervisors of Fluvanna County, Virginia (the “County”) will hold a public hearing at 7:00 p.m. on Wednesday, February 19, 2022, in the Carysbrook Performing Arts Center in Fork Union, Virginia, located at 8880 James Madison Hwy, Fork Union, Virginia, 23055 with respect to the following proposed amendment to the County’s Fiscal Year 2022 Budget:

The Adopted FY2022 budget totals \$110,600,979 in revenues and expenditures. The proposed amendment is for \$2,648,439 from the American Rescue Plan Act Funding. The funds provide substantial flexibility for each jurisdiction to meet local needs— including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Complete information concerning this amendment is available in the County Administration Office, located at 132 Main Street, Palmyra, Virginia 22963, between 8:00 a.m. and 4:30 p.m., Monday through Friday. Persons requiring accommodation to facilitate participation are encouraged to contact the Office of the County Administrator at 132 Main Street, Palmyra, Virginia 22963 or at (434) 591-1910, at least five days prior to the meeting.

BY ORDER OF FLUVANNA COUNTY  
 BOARD OF SUPERVISORS

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TO: Fluvanna Review

THRU: County Attorney

Advertise on the following date(s): **Thursday, February 3, 2022**  
**Thursday, February 10, 2022**

Authorized by: Fluvanna County Administrator  
 Bill to: Fluvanna County Board of Supervisors

## FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

**May 10, 2021**

*Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery*

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

## FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cities	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

## USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

### 1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e.g., monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

## 2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

### 3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

### 4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.



Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

## 5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

## **6. Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

## **7. Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

## 8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

## **Coronavirus State and Local Fiscal Recovery Funds**

### **Frequently Asked Questions**

**AS OF NOVEMBER 15, 2021**

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov)

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Question added 11/15/21: 12.1; Questions updated 11/15/21: 9.2

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

## **1. Eligibility and Allocations**

### **1.1. Which governments are eligible for funds?**

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

**1.2. Which governments receive funds directly from Treasury?**

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

**1.3. Are special-purpose units of government eligible to receive funds?**

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

**1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?<sup>1</sup>**

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds was June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July 23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

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<sup>1</sup> The answer to this question was updated on July 19, 2021.

**1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]**

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

**1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]**

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

**1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]**

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

**1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]**

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

## **2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts**

### **2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?**

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

### **2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?**

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

### **2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?**

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section

602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

**2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?**

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

**2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?**

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

**2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?**

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when



considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

**2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?**

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

**2.8. May recipients use funds for general economic development or workforce development?**

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

**2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?**

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

**2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?**

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

**2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?**

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

**2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?**

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including

expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

**2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]**

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

**2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]**

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

**2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]**

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

**2.16. May recipients use funds to establish a public jobs program? [6/8]**

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

**2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]**

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only

demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

**2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]**

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

**2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]**

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government’s ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or

attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

**2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]**

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficult accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

**2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]**

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney’s fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or

eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

### **3. Eligible Uses – Revenue Loss**

#### **3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]**

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

#### **3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?**

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID- 19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

#### **3.3. Does the definition of revenue include outside concessions that contract with a state or local government?**

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by



a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

**3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?**

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

**3.5. What is the formula for calculating the reduction in revenue?**

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\frac{n_t}{12}}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

*Base Year Revenue* is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

*Growth Adjustment* is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

*n* equals the number of months elapsed from the end of the base year to the calculation date.

*Actual General Revenue* is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

**3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?**

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

**3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?**

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

**3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?**

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

**3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]**

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General

Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

**3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]**

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

**3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]**

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

**3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]**

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

**3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]**

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

**3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]**

In determining whether a particular entity is part of a recipient’s government for purposes of measuring a recipient’s government revenue, recipients should identify all the entities

included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [\*Individual State Descriptions: 2017 Census of Governments\*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal

enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

**3.15. The Interim Final Rule’s definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]**

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of “general revenue” that is based on, but not identical to, the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of “general revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “general revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

According to the Census Bureau’s [Government Finance and Employment Classification manual](#), utility revenue is defined as “[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities.” This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient’s government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule’s definition of “general revenue.” If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient’s government, please see FAQ 3.14.

## **4. Eligible Uses – General**

**4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?**

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

**4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?**

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

**4.3. May recipients use funds to pay interest or principal on outstanding debt?**

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

**4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?**

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

**4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]**

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

**4.6. How do I know if a specific use is eligible? [5/27]**

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

**4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]**

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from

preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.

- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

#### **4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]**

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels. Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.
- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:



- Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
- Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
- Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
- Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
  - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
  - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:
  - Assistance to support economic security, including for the victims of crime;
  - Housing assistance, including rent, utilities, and relocation assistance;
  - Assistance with food, including Summer EBT and nutrition programs; and
  - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

- Assistance to unemployed workers, including:
  - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
  - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
  - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
  - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
  - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
  - Programs that address learning loss and keep students productively engaged;
  - Enhanced services for foster youths and home visiting programs; and
  - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
  - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
  - Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

**4.9. May recipients pool funds for regional projects? [7/14]**

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

**4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]**

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
  - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
  - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the "project" under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?  
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
  - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
  - When the loan is made, recipients must report the principal of the loan as an expense.
  - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the recipient’s cost of funding. A recipient’s cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss

(CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

**4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]**

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

**5. Eligible Uses – Premium Pay**

**5.1. What criteria should recipients use in identifying essential workers to receive premium pay?**

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

**5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?**

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

**5.3. May recipients provide premium pay retroactively for work already performed?**

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

**6. Eligible Uses – Water, Sewer, and Broadband Infrastructure**

**6.1. What types of water and sewer projects are eligible uses of funds?**

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

**6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?**

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

**6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?**

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

**6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?**

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

**6.5. What types of broadband projects are eligible?**

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

**6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?**

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs

that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

**6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]**

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

**6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]**

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

**6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]**



No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

**6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]**

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

**6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]**

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

**6.12. 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.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

**6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]**

The EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a "[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works." Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

**6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]**

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#), "Stormwater projects must have a water quality benefit." Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act](#).

**6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]**

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

**6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]**

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that

reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

**6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]**

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

**7. Non-Entitlement Units (NEUs)**

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

## 8. Ineligible Uses

### 8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

### 8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

## 9. Reporting

On November 5, 2021, Treasury released updated [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A user guide will be provided with additional information associated with the submission of reports. .

### 9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury,

whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

## **9.2. What reporting will be required, and when will the first report be due?<sup>2</sup>**

Recipients will be required to submit an interim report, project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report covered activity from the date of award to July 31, 2021 and were due to Treasury by August 31, 2021 or 60 days after receiving funding if funding was received by October 15, 2021. Non-entitlement units of local government were not required to submit an interim report.

Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds.

Reports will be required quarterly for the following recipients:

- States and territories
- Metropolitan cities and counties with population over 250,000
- Metropolitan cities and counties with population less than 250,000 that received an award of more than \$10 million
- Tribal governments that received an award of more than \$30 million.

The initial project and expenditure report for quarterly recipients will be due January 31, 2022 and will cover the period of March 3, 2021 to December 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Reports will be required annually for the following recipients:

- Metropolitan cities and counties with population less than 250,000 that received an award less than \$10 million,
- Tribal governments that received an award less than \$30 million
- Non-entitlement units of government

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<sup>2</sup> This question was updated on November 15, 2021

The initial project and expenditure report for annual filers will be due April 30, 2022 and will cover the period of March 3, 2021 to March 31, 2022. The subsequent annual reports must be submitted to Treasury by April 30 each year.

The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 was due to Treasury by August 31, 2021 or 60 days after receiving funding. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

**9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?**

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

**9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]**

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

#### **9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]**

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on [usaspending.gov](https://www.usaspending.gov), or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all**



**financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

## **10. Miscellaneous**

### **10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?**

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

### **10.2. Can recipients use funds for administrative purposes?**

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

### **10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]**

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

#### **10.4. Is there a deadline to apply for funds? [5/27]**

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit [www.treasury.gov/SLFRPTribal](http://www.treasury.gov/SLFRPTribal) for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

#### **10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]**

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

### **11. Operations**

#### **11.1. How do I know if my entity is eligible?**

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

#### **11.2. How does an eligible entity request payment?**

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

#### **11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?**

If you have questions about the Treasury Submission Portal or for technical support, please email [covidreliefitsupport@treasury.gov](mailto:covidreliefitsupport@treasury.gov).

#### **11.4. What do I need to do to receive my payment?**

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

#### **11.5. Why is Treasury employing id.me for the Treasury Submission Portal?**

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

#### **11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?**

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov).

#### **11.7. What is an Authorized Representative?**

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

**11.8. How does a Tribal government determine their allocation?**

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

**11.9. How do I know the status of my request for funds (submission)?**

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

**11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?**

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) to request assistance with updating your information.

**11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?**

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov).

**11.12. When will entities get their money?**

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

**11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?**

For more information on how to provide Treasury with notice of transfer to a state, please email [SLRedirectFunds@treasury.gov](mailto:SLRedirectFunds@treasury.gov).

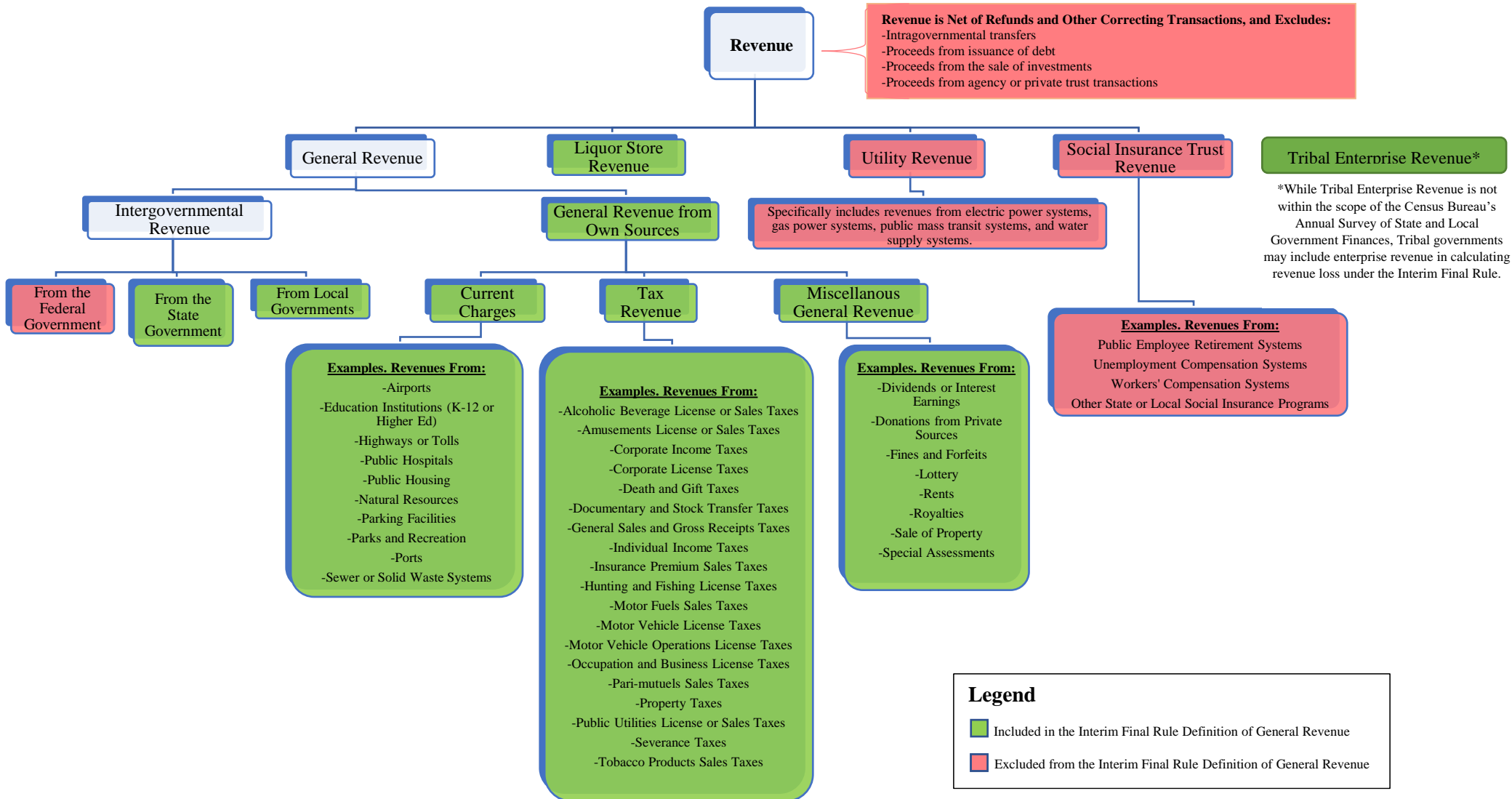
## **12. Tribal Governments**

### **12.1. Do Treasury's pandemic recovery program awards terms and conditions impose civil rights laws on Tribes?**

The award terms and conditions for Treasury's pandemic recovery programs, including the CSFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law. Treasury is amending its reporting requirements with respect to the CSFRF, Treasury's Emergency Rental Assistance Program, and Homeowner Assistance Fund to reflect this clarification.



**Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue**



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)





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

**TAB I**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Zion Crossroads West Waterline Extension Update				
<b>MOTION(s):</b>	N/A				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			<b>XX</b>		
<b>STAFF CONTACT(S):</b>	Eric Dahl, County Administrator				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	N/A				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>In February 2020, the Virginia Department of Environmental Quality (DEQ) approached the County about extending the Zion Crossroads waterline on Hwy 250 1.1 miles west of where it currently terminates on Memory Lane, to properties contaminated by an old petroleum release. Four petroleum impacted properties currently have water treatment systems until a permanent solution is provided. In addition, two nearby properties are at risk of petroleum contamination. This project extension helps to provide a reliable water source to the affected residents of the County and advances a Phase 2 component earlier with the assistance of DEQ. The estimated cost of the waterline extension in June 2020 was \$1.5 million.</p> <p>The County has funding agreements with DEQ; the first is for Engineering Services, were DEQ will fund up to \$200,000, and the second is for Construction Services, were DEQ will fund up to \$800,000 and/or excess of remaining Engineering funds.</p> <p>The board approved a project agreement with Dewberry Engineers which includes, but is not limited to, preliminary design; subsurface utility engineer; surveying; geotechnical engineering; environmental investigation and permitting; PRV design; final design.</p> <p><b><u>June 2020 Cost Estimate Total: \$1.5 million</u></b></p> <ul style="list-style-type: none"> <li>• \$200K - Engineering Costs Total <ul style="list-style-type: none"> <li>○ \$55K - Field work to include geotechnical engineering, environmental investigation and permitting, and subsurface utility designation</li> <li>○ \$35K - Design</li> <li>○ \$70K - Bidding, Construction Administration, and Construction Inspection</li> </ul> </li> </ul>				

- \$40K - Survey, plat preparation

- \$75k - Legal Costs Total

- Our County Attorney's office contemplated all the work related to construction, engineering, surveying, appraisals, acquisition they could. They have included estimated costs for reviewing/revising RFP's and Contracts for all such things, amendments thereto as needed, document preparation including deeds, plat review, appraisal review, title work review, negotiations, review/drafting of related documents, dealing with problems/issues, resolution drafting, recording, title updates, etc. This was based off of the work provided for the current Zion Crossroads project to date.

- \$35K - Easement Estimates

- Nominal easement estimates are based upon our current waterline of 4 miles, estimated at a 1.1 mile length.

- \$1.2M - Estimated Construction Cost (this would be firmed up more after initial design work was completed)

**November 2021 Cost Estimate: \$2.36 million**

- \$250K - Engineering Costs Total

- \$150K (***Contracted***)

- Preliminary Design \$11,950
- Subsurface Utility Engineer (SUE) \$31,369
- Surveying \$32,280
- Geotechnical Engineering \$17,745
- Environmental Investigation and Permitting \$13,520
- PRV Design \$9,160
- Final Design \$33,745

- \$100K - Bidding, Construction Administration, and Construction Inspection

- \$75K - Legal Costs Total

- Our County Attorney's office contemplated all the work related to construction, engineering, surveying, appraisals, acquisition they could. They have included estimated costs for reviewing/revising RFP's and Contracts for all such things, amendments thereto as needed, document preparation including deeds, plat review, appraisal review, title work review, negotiations, review/drafting of related documents, dealing with problems/issues, resolution drafting, recording, title updates, etc. This was based off of the work provided for the current Zion Crossroads project to date.

- \$35K - Easement Estimates

- Nominal easement estimates are based upon our current waterline of 4 miles, estimated at a 1.1 mile length.

	<ul style="list-style-type: none"> <li>\$2.0M - Estimated Construction Cost (Engineers received updated material costs from suppliers, which confirmed that material costs have gone up significantly over the last year.)</li> </ul>				
<b>FISCAL IMPACT:</b>	<p><b><u>Project Funding Approvals To Date:</u></b></p> <p>\$1,000,000 DEQ funding reimbursement</p> <ul style="list-style-type: none"> <li>\$200,000 engineering costs</li> <li>\$800,000 construction costs</li> </ul> <p>\$500,000 (Debt) approved June 17, 2020 (issued August 2020)</p>				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Dewberry Engineers November 2021 Construction Cost Estimate				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			X



**Zion Crossroads Route 250 Waterline Extension at Beaverdam Market  
 Fluvanna County Department of Public Utilities  
 Final Budgetary Construction Cost Estimate**

Date: Nov-21

Description	Quantity	Unit	Unit Cost	Extension
<b>General Items</b>				
Mobilization/Demobilization	1	LS	\$ 50,000	\$ 50,000
Pavement Demo/Repair	3,575	SF	\$ 7	\$ 25,025
Gravel Driveway Demo/Repair	1,540	SF	\$ 5	\$ 7,700
Excavation of Rock Material	25	CY	\$ 200	\$ 5,000
Excavation of Unsatisfactory Soil	50	CY	\$ 50	\$ 2,500
			<b>Subtotal = \$</b>	<b>90,000</b>
<b>Water Main Items</b>				
Furnish and Install 12-inch PVC Water main	6,580	LF	\$ 185	\$ 1,217,300
Horizontal Bore 12-inch PVC Complete (Includes 24-inch Steel Casing)	53	LF	\$ 1,500	\$ 79,500
Open Cut install 24-inch Steel Casing and 12-inch DI Carrier	94	LF	\$ 400	\$ 37,600
Open Cut install 24-inch Steel Casing and 12-inch PVC Carrier	120	LF	\$ 500	\$ 60,000
Furnish and Install 12-inch Gate Valve & Box	17	EA	\$ 5,000	\$ 85,000
Furnish and Install PRV Vault	1	LS	\$ 166,500	\$ 166,500
Furnish and Install Fire Hydrant Assembly (includes 6-inch Gate Valve)	12	EA	\$ 5,000	\$ 60,000
Furnish and Install Water Quality Monitoring Station	2	EA	\$ 2,500	\$ 5,000
3/4" Water Service, Meter Setter, and Meter Box	6	EA	\$ 2,500	\$ 15,000
			<b>Subtotal = \$</b>	<b>1,726,000</b>
<b>Summary</b>				
			Total Cost= \$	1,816,000
			Contingency (10%) = \$	181,600
			<b>Total Construction Cost Estimate = \$</b>	<b>1,997,600</b>



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

TAB J

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors December 15, 2021 Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, December 15, 2021, be adopted.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
<b>STAFF CONTACT(S):</b>	Caitlin Solis, Clerk to the Board				
<b>PRESENTER(S):</b>	Eric Dahl, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Draft Minutes for December 15, 2021.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
					X





**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Carysbrook Performing Arts Center**  
**8880 James Madison Hwy, Fork Union, VA 23055**  
**December 15, 2021**  
**Regular Meeting 7:00pm**

**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  
 Donna DeLoria, Deputy County Attorney  
 Caitlin Solis, Clerk for the Board of Supervisors

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

At 7:07pm, Chair Sheridan called to order the Regular Meeting of December 15, 2021. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**3 - ADOPTION OF AGENDA**

<b>MOTION:</b>	Accept the Agenda, for the December 15, 2021 Regular Meeting of the Board of Supervisors.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>	Second				Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**SPECIAL PRESENTATION**

*Retirement Recognition of Donald W. Weaver, Supervisor of Cunningham District*

The Board of Supervisors approved a resolution recognizing and honoring Mr. Weaver's retirement.

<b>MOTION:</b>	Adopt, "A Resolution Recognizing and Honoring the Retirement of The Honorable Donald W. Weaver."				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>		Second	Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Abstain
<b>RESULT:</b>	<b>4-0-1</b>				

The Board of Supervisors, Mr. Dahl, and Sheriff Hess presented Mr. Weaver with retirement plaques of appreciation and thanked Mr. Weaver for his 32 years of elected service to Fluvanna County.

**4 - COUNTY ADMINISTRATOR'S REPORT**

Mr. Dahl reported on the following topics:

Announcements and Updates

-New Employees

- Alicia Herzog, Communications Officer, E-911, Started December 6th
- April Badgett, Communications Officer, E-911, Started December 6th
- Joshua Beazley, Communications Officer, E-911, Started December 6th
- Seth Caveness, Deputy Sheriff, Sheriff's Office, Started December 6th

Fluvanna County Parks and Recreation present the Pleasant Grove Park's Community of Lights Celebration!

- Dec 16-19 5pm to 9pm
- Santa will be there Saturday Dec 18th 6-8pm
- Free and Open to the Public

On December 13, 2021, Governor Ralph Northam announced the award of \$79 million in Virginia Telecommunication Initiative (VATI) grants to Firefly Fiber Broadband SM, a wholly-owned subsidiary of Central Virginia Electric Cooperative, and its partner Rappahannock Electric Cooperative (REC).

Board of Supervisors Minutes

- The funding will support the \$288 million project, which endeavors to offer universal access to gigabit speed broadband service to 36,000 unserved homes and businesses in 13 counties in Central Virginia.
- Elected officials from each county in the project voted to contribute funds, totaling \$33.5 million. The fiber construction will take approximately three years to complete and will include 4,000 miles of fiber.
- For Fluvanna, the grant covers 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.

**Next BOS Meetings:**

Day	Date	Time	Purpose	Location
Wed	Jan 5	5:00 PM	Organizational/Regular Meeting	Performing Arts Center
Wed	Jan 5	7:00 PM	BOS Budget Work Session – Non-Profit Presentations	Performing Arts Center
Wed	Jan 19	5:00 PM	BOS Budget Work Session – Non-Profit Presentations	Performing Arts Center
Wed	Jan 19	7:00 PM	Regular Meeting	Performing Arts Center

**5 - PUBLIC COMMENTS #1**

At 7:29pm, Chair Sheridan opened the first round of Public Comments.

- Marie Devernil, 1118 Mountain Laurel Rd, spoke in favor of five districts option two.
- Kathy Swenson Miller, 94 Fairview Ln, spoke in favor of five districts option two.
- Patricia Burkett, 14 Wisteria Way, spoke in favor of five districts option two.
- Ben Hudson, 274 Lexie Ln, spoke in favor of five districts option two.
- Rudy Garcia, 802 Rivanna Woods Dr, spoke in favor of five districts.
- Joseph Creasy, 38 Jennings Dr, spoke in favor of five districts option two.
- Kelly O’Connor, 594 Jefferson Dr, spoke in favor of seven districts option one.
- Valerie Palamoutian, 17 Fleetwood Dr, spoke in favor of five districts option two.
- Deidre Creasy Quirindoongo, 727 Cunningham Dr, spoke in favor of five districts option two.
- James Schoenster, 843 Jefferson Dr, spoke in favor of five districts option two.
- Jessica Jackson, 41 Allen Ln, spoke against six districts and in favor of five districts option two.
- Paul Bethke, Col. Ret., 4408 Willow Woods Dr, spoke in favor of six districts.
- Chris Fairchild, 5470 Thomas Jefferson Pkwy, spoke in favor of increasing the number of districts.
- Eric Anderson, 15 Fleetwood Dr, spoke in favor of five districts option two.
- Barbara Cary, 268 New Fork Church Ln, spoke in favor of five districts option two.
- Angela Chainer, 604 Troy Heights Ln, spoke against six districts and in favor of five districts option two.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 8:14pm.

**6 - PUBLIC HEARING**

*Ordinance Change Concerning the Central Absentee Precinct Location – Joyce Pace, Registrar, & Catherine Hobbs, Chair, Electoral Board*

- The previous Registrar’s Office, located at 211 Main Street, Palmyra, VA, was directly across the street from the Central Absentee Precinct (CAP.)
- The proximity to the CAP allowed Registrar’s Office staff to respond quickly if called to the CAP.
- The new location of the Registrar’s Office, at 265 Turkeysag Trail, Suite 115, Palmyra, VA, approximately 7 miles from the prior location, does not lend itself to the same quick response time.
- Moving the CAP reduces the time to respond, moves all equipment and supplies to one location, and overall improves efficiency.

At 8:17pm, Chair Sheridan opened the Public Hearing. With no one wishing to speak, Chair Sheridan closed the Public Hearing at 8:18pm.

<b>MOTION:</b>	Adopt an ordinance, entitled, “AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE PRECINCT THE OFFICE OF THE REGISTRAR, PALMYRA, VA, IN PLACE OF THE HISTORIC COURTHOUSE.”				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>	Second	Motion			
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

Board of Supervisors Minutes

**8 - PRESENTATIONS**

*Vehicle/Equipment Lease Purchase Financing* – Eric Dahl, County Administrator; Cyndi Toler, Purchasing Officer

- The FY22 budget allowed for issuing Debt Service for its CIP projects. An RFP was issued on November 12 for \$5,231,500 in financing for the following items:

Department	Purchase	Amount	Years
Parks & Rec – Pleasant Grove Park	14-15 Athletic Field Lighting	\$685,000	10
Fire & Rescue	1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance	\$3,443,500	10
Public Works Equipment Building	Major Equip. Storage Building	\$93,000	10
Public Works - Major Equipment	1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer	\$320,000	10
Public Works - Major Equipment	3 Mowers	\$35,000	7
Sheriff's Vehicles	7 Patrol Vehicles	\$300,000	7
County Vehicles	7-8 Trucks/Vehicles	\$325,000	7
Cost of Issuance	Estimate	\$30,000	
<b>Total</b>		<b>\$5,231,500</b>	

- The RFP Closed on December 8, 2021 with a total of 11 Responses, one of those being disqualified.
- The names and rates are listed below.

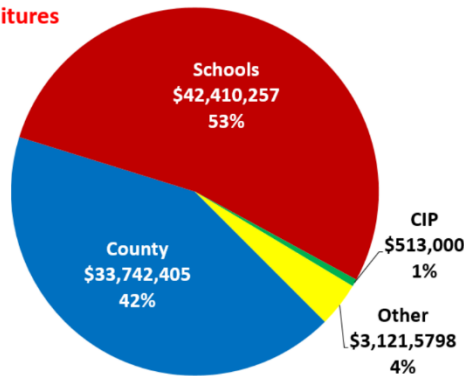
#	Bank	Fixed Interest Rate	Amortization	Acceptance Date	Bank/Escrow and Counsel Fees	Call Provision
1a	J.P. Morgan	1.37%	Confirmed RFP	1/27/2022	None Specified	On Payment Date with Make Whole Charge
2	TD Bank	1.44%	RFP with 3/1/22 interest	12/15/2021	None	In Whole any time at greater of 101% or make-whole calc
1b	J.P. Morgan	1.47%	Confirmed RFP	1/27/2022	None Specified	At par after 1 year (to be confirmed)
3	Bank of America	1.5086%	Confirmed RFP	12/17/2021	None	At par after 5 years
4	Sterling National Bank	1.60%	Not Specified	12/17/2021	None Specified	No Call through 8/31/27, at par thereafter
5	Truist	1.77%	Not Specified	1/28/2022	\$6,000	Any time without penalty
6	First National Bank	1.80%	Confirmed RFP	Not Specified	\$3,000	Any time without penalty
7	Bank Funding, LLC	1.89%	Confirmed RFP	12/15/2021	None Specified	After 1 year at 101%
8	Signature Bank	1.94%	Confirmed RFP	1/8/2022	None Specified	Any time at 101%
9	Farmers Bank of Appomattox	2.00%	Confirmed RFP	Not Specified	\$5,000	Any time without penalty
10	Atlantic Union Bank	2.06%	Confirmed RFP	2/8/2022	None	\$5,000 penalty within 36 months, no penalty thereafter
11	Saulsbury Hill	2.299%	Confirmed RFP	12/21/2021	\$2,500	Not Clear

*FY21 Annual Comprehensive Financial Report (ACFR)* – Eric Dahl, County Administrator

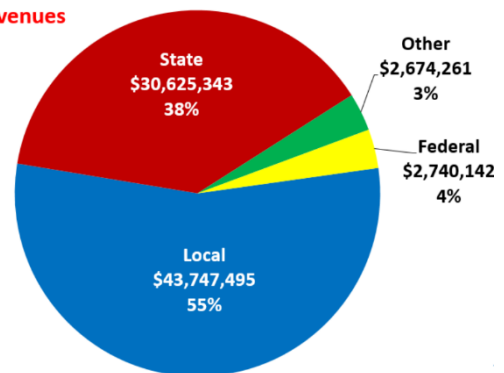
**FY21 Budget Summary**

FY21 Adopted Budget (\$79,787,241)

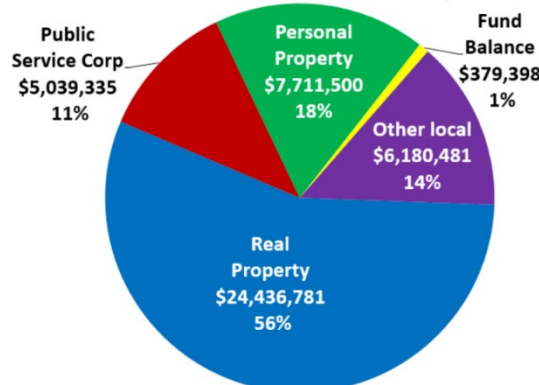
**Total Expenditures**



**Total Revenues**

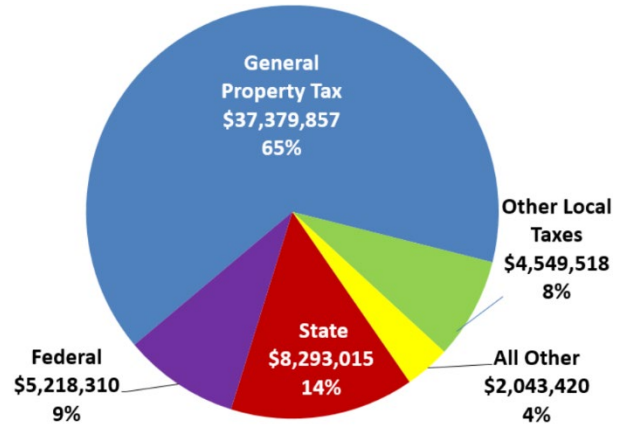


**FY21 Adopted Budget (Local dollars only)**



**Annual Comprehensive Financial Report**  
FY21 General Fund Revenues

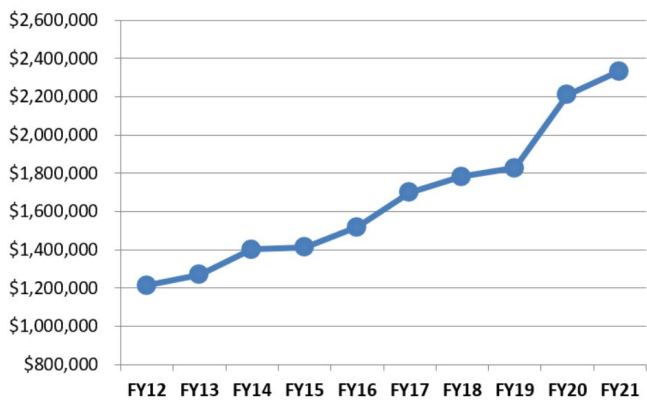
A	B	C	D	E	F
Revenue Source	FY20 Actual	FY21 Amended Budget	FY21 Actual	Over/(Under) Budget	FY20 to FY21 Inc/Dec
General Property Taxes	\$37,831,969	\$37,701,616	\$37,379,857	(\$321,759)	-1.20%
Other local taxes	4,167,715	3,308,719	4,549,518	\$1,240,799	9.16%
Permits and fees	312,286	296,850	417,196	\$120,346	33.59%
Fines and forfeitures	57,037	61,000	62,325	\$1,325	9.27%
Use of money	221,540	130,000	127,126	(\$2,874)	-42.62%
Charges for services	1,011,500	950,020	712,117	(\$237,903)	-29.60%
Miscellaneous	81,846	149,697	568,266	\$418,569	594.31%
Recovered Cost	143,214	145,278	156,390	\$11,112	9.20%
Commonwealth	8,273,102	8,884,212	8,293,015	(\$591,197)	0.24%
Federal	2,965,770	4,241,964	5,218,310	\$976,346	75.95%
<b>Total</b>	<b>\$55,065,979</b>	<b>\$55,869,356</b>	<b>\$57,484,120</b>	<b>\$1,614,764</b>	<b>4.39%</b>



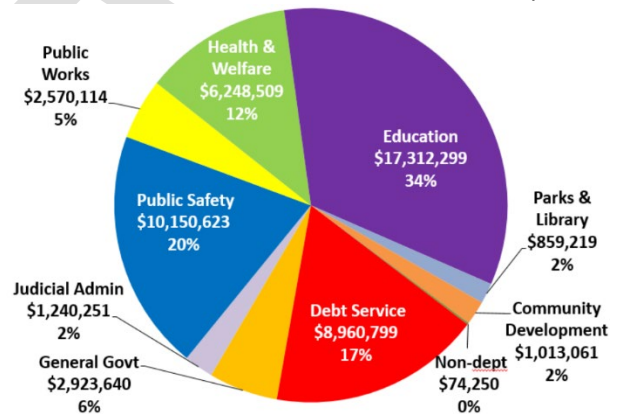
FY21 Top 4 Local Revenues

A	B	C	D	E	F	G
Revenue Source	FY17	FY18	FY19	FY20	FY21	FY20 to FY21 Inc/Dec
Real Estate Taxes	\$22,171,385	\$22,614,196	\$23,789,823	\$24,432,282	\$24,813,669	1.6%
Personal Property Taxes	5,897,231	6,204,439	6,963,184	7,297,986	7,897,774	8.2%
Public Service Corporation	4,451,833	5,363,122	5,143,581	5,483,117	4,242,195	-22.6%
Local Sales Taxes	1,696,819	1,783,287	1,826,331	2,208,895	2,336,399	5.8%

Sales Tax Revenues – FY12 to FY21



FY21 General Fund Expenditures



FY21 General Fund Expenditures

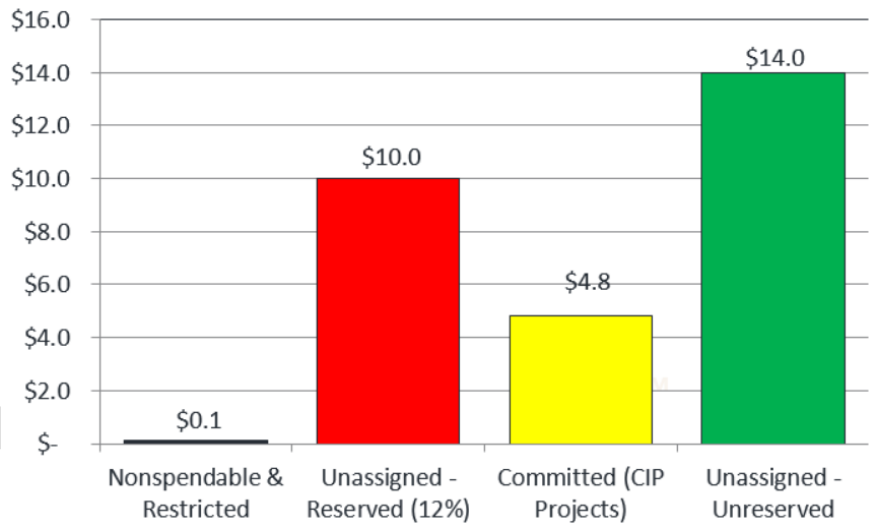
A	B	C	D	E	F
Expenditure	FY20 Actual	FY21 Amended Budget	FY21 Actual	Over/(Under) Budget	FY20 to FY21 Inc/Dec
General Govt	\$2,890,553	\$3,138,216	\$2,923,640	(\$214,576)	1.14%
Judicial Admin	1,187,690	1,296,720	1,240,251	(\$56,469)	4.43%
Public Safety	8,846,941	12,175,345	10,150,623	(\$2,024,722)	14.74%
Public Works	2,305,757	2,864,941	2,570,114	(\$294,827)	11.47%
Health & Welfare	5,952,734	7,296,724	6,248,509	(\$1,048,215)	4.97%
Education	16,523,625	18,568,845	17,312,299	(\$1,256,546)	4.77%
Parks, Rec. & Library	927,843	1,059,763	859,219	(\$200,544)	-7.40%
Comm. Development	637,737	1,093,583	1,013,061	(\$80,522)	58.85%
Non-departmental	36,757	97,318	74,250	(\$23,068)	102.00%
Debt Service	9,075,040	8,961,251	8,960,799	(\$452)	-1.26%
<b>Total</b>	<b>\$48,384,677</b>	<b>\$56,552,706</b>	<b>\$51,352,765</b>	<b>(\$5,199,941)</b>	<b>6.13%</b>

General Fund Balance June 30, 2021

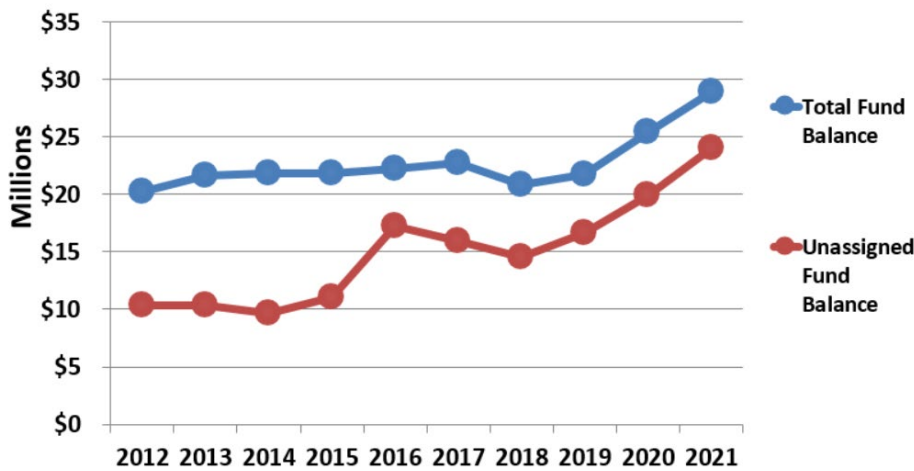
As of June 30, 2021	
Restricted (e.g., FUSD Debt Reserve)	\$59,520
Committed (e.g., CIP Projects)	\$4,832,001
Unassigned	\$24,035,309
<b>Total</b>	<b>\$28,926,830</b>
<b>Unassigned Fund Balance Target per Policy</b>	<b>\$9,959,654</b>
<b>Excess Above Target</b>	<b>\$14,075,655</b>

Year Ended June 30, 2021	
Revenue	\$ 57,484,120
Expenditures	(51,352,765)
Excess of revenues over expenditures	6,131,355
Transfers out (CIP, ZXR and Sewer)	(2,609,380)
Change in fund balance	3,521,975
Fund balance beginning of year	25,404,855
<b>Fund balance at end of year</b>	<b>\$ 28,926,830</b>

General Fund Balance (\$28.9M) – as of June 30, 2021



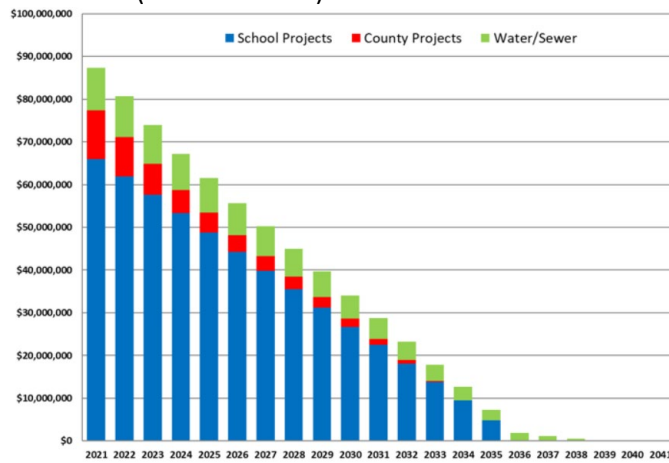
General Fund Balance – FY12 to FY21



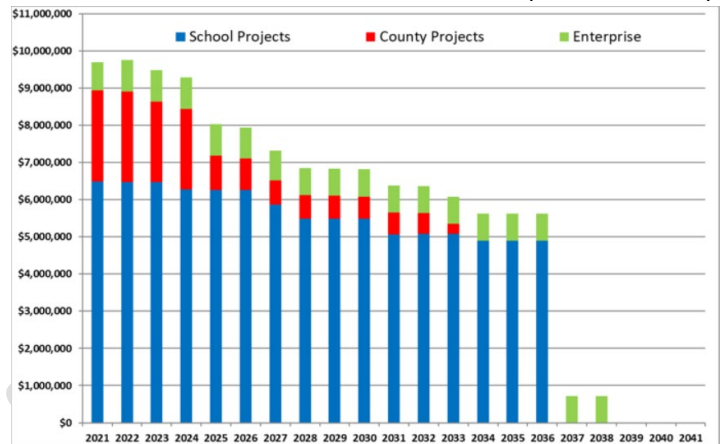
Debt & Capital Leases - June 30, 2021

A	B	C	D
Outstanding Debt	2020	2021	FY20 to FY21 Inc/Dec
General Obligation Bonds	\$70,435,165	\$66,462,026	-6%
State Moral Obligation Bonds	1,695,000	1,275,000	-25%
Qualified Energy Conservation Bond	6,466,608	5,982,715	0%
Capital Leases	4,814,688	3,635,101	-24%
Water/Sewer Bonds	7,960,378	9,989,795	25%
<b>Total</b>	<b>\$91,371,839</b>	<b>\$87,344,637</b>	<b>-4%</b>

Board of Supervisors Minutes  
Total Debt (at end of FY21)



Annual Debt Service (at end of FY21)



**7 - ACTION MATTERS**

**2021 Redistricting**– Eric M. Dahl, County Administrator & Kelly Belanger Harris, Assistant County Administrator  
**Redistricting – Requirements and Considerations**

- ▶ Article VII, Section 5 of the Constitution of Virginia requires any locality that conducts elections by district to change its district boundaries every 10 years in the year ending in one.
  - Virginia Constitution requires redistricting by Dec 31, 2021.
- ▶ Virginia Code 24.2-304.1 Section C. states “For the purposes of redistricting and reapportioning representation in 2021 and every 10 years thereafter, the governing body of a county, city, or town shall use the most recent decennial population figures for such county, city, or town from the United States Bureau of the Census, as adjusted by the Division of Legislative Services pursuant to § 24.2-314”.
- ▶ Virginia Code 24.2-314, Population data; reallocation of prison population, Section 1. “A person incarcerated in a federal, state, or local correctional facility whose address at the time of incarceration was located within the Commonwealth shall be deemed to reside at such address”.

**Timeline**

- ✓ **Mar 2021:** Staff began reviewing information regarding the delay of Census data
- ✓ **Apr 14, 21, May 5:** Staff presentations to the Board
- ✓ **Oct 6:** Staff presentation to Board of Supervisors
  - ✓ Census data available
  - ✓ Statewide maps had been proposed
  - ✓ Discussed timeline for County redistricting
- ✓ **Oct 12:** Redistricting Committee met
- ✓ **Oct 15:** Redistricting Committee met
- ✓ **Oct 20:** Staff Updated Board of Supervisors
  - ✓ Proposed new district maps
  - ✓ Solicited Board feedback
  - ✓ Scheduled community meetings
- ✓ **Oct 30:** Community Meeting – Morris Room
- ✓ **Nov 1:** Community Meeting – Morris Room
- ✓ **Nov 3:** Staff Updated Board of Supervisors
  - ✓ Discussed community feedback received at Community Meetings, proposed maps, & Redistricting Committee feedback
  - ✓ Requested authorization to hold/advertise a public hearing on Dec 1, 2021 (Special Public Hearing)
- ✓ **Nov 17:** Board of Supervisors Meeting
- ✓ **Nov 18 and Nov 25:** Advertised notice of public hearing and ordinance in the Fluvanna Review
- ▶ **Dec 1 (Special Public Hearing):** Public Hearing - Redistricting Ordinance

**Assuming the Board chooses to move forward with adoption of ordinance before December 31, 2021:**

- ▶ **Dec 15:** Adopt Redistricting Ordinance
- ▶ **Adoption of Redistricting Ordinance:** In order to meet the Constitutional requirement for redistricting in 2021, the redistricting ordinance would need to be adopted by the second meeting in December (December 15, 2021.)
- ▶ **Following adoption of Redistricting Ordinance:**
  - County Attorney submits to office of Virginia Attorney General for issuance of a certification of no objection – if no objection interposed within 60 days of submission, certification of no objection is deemed issued
  - Copies of enacted changes, including certified copy of enacted ordinance, a GIS map showing the new boundaries, to be send to local electoral board, Virginia Department of Elections, Division of Legislative Services, and Secretary of the Commonwealth (will need to indicate that implementation is subject to Attorney General certification of no objection)
  - Copy of ordinance including description of the boundaries and a map showing the boundaries of the districts to be recorded in the official BOS minutes
- ▶ **January 2022:** Redistricting anticipated to be complete following Attorney General certification of no objection

**Vacancies, Incumbents, Members-elect**

- ▶ Vacancies on governing bodies and school boards
  - Governed by Secs. 24.2-226 and -228. In effect, the remaining members **of the respective board** (as long as there is a majority to act), within 15 days of the vacancy, petition the Circuit Court for a writ of special election for the seat. In the interim, pending the special election, the remaining members **of the respective board** may, within 45 days of the vacancy's occurrence, appoint an interim **member** who holds office until the **person elected has qualified**.
- ▶ Incumbents - Board of Supervisors, School Board, Planning Commission
  - Virginia Code §24.2-304.6 and §24.2-311(B)
    - Any incumbent currently serving a term on the BOS, school board or planning commission is to complete that term.
    - "County, city, or town officers, including members of the school board or planning commission, in office on the effective date of a reapportionment or redistricting ordinance, shall complete their terms of office, regardless of loss of residency in a particular district due to reapportionment or redistricting."
- ▶ Members-elect; General Election November 2021
  - "In office on the effective date" of the redistricting ordinance." Virginia Code Secs. 24.2-304.6 and 24.2-311(B).
    - Virginia Code § 24.2-311(B) provides that the decennial redistricting ordinance "shall take effect immediately"
    - Virginia Code §24.2-129, effective July 1, 2021, provides that for certain covered practices, the governing body must either (i) follow a procedure that includes publication of the final covered practice with a notice that it will take effect in 30 days; or (ii) submit the proposed covered practice to the Office of the Attorney General for issuance of a certification of no objection, in which case the covered practice "shall not be given effect" until the Attorney General has issued a certification of no objection (or failed to interpose an objection within 60 days).

**Current Election District Demographics**

	Total Population	American Indian/ Alaska Native	Asian	Black	Native Hawaiian/ Pacific Islander	White	Some other race, alone	Two or more races	Adjusted Prison Population							
<b>Current Election Districts</b>																
<b>Columbia</b>	<b>4,440</b>	17	0.38%	25	0.56%	864	19.46%	0	0.00%	3,189	71.82%	75	1.69%	272	6.13%	N/A
<b>Cunningham</b>	<b>5611</b>	9	0.16%	51	0.91%	274	4.88%	0	0.00%	4,904	87.40%	67	1.19%	306	5.45%	N/A
<b>Fork Union</b>	<b>4838</b>	12	0.25%	30	0.62%	1,202	24.84%	7	0.14%	3,171	65.54%	93	1.92%	323	6.68%	N/A
<b>Palmyra</b>	<b>7,036</b>	27	0.38%	72	1.02%	1,079	15.34%	0	0.00%	5,242	74.50%	148	2.10%	468	6.65%	N/A
<b>Rivanna</b>	<b>5324</b>	14	0.26%	46	0.86%	311	5.84%	0	0.00%	4517	84.84%	53	1.00%	383	7.19%	N/A

Board of Supervisors Minutes

Census Blocks – Fluvanna Women’s Correctional Center

Census Block 2024

- In the current Columbia District.
- Fluvanna Correctional Center for Women = 241 individuals.

Census Block 2023

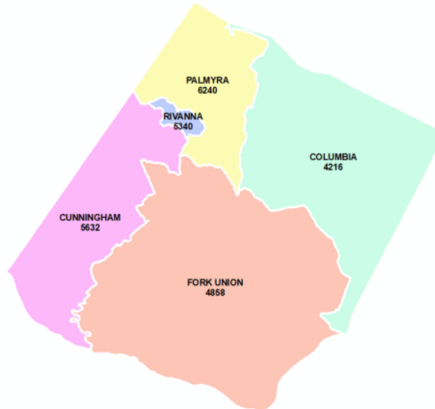
- In the current Palmyra District.
- The parcel on which the Correctional Center sits = 796 individuals.



Voting District Population – Census 2020

2020 Census Population

- Columbia District = 4,216
- Cunningham District = 5,632
- Fork Union District = 4,858
- Palmyra District = 6,240
- Rivanna District = 5,340



Reapportionment “Ideal District Size”

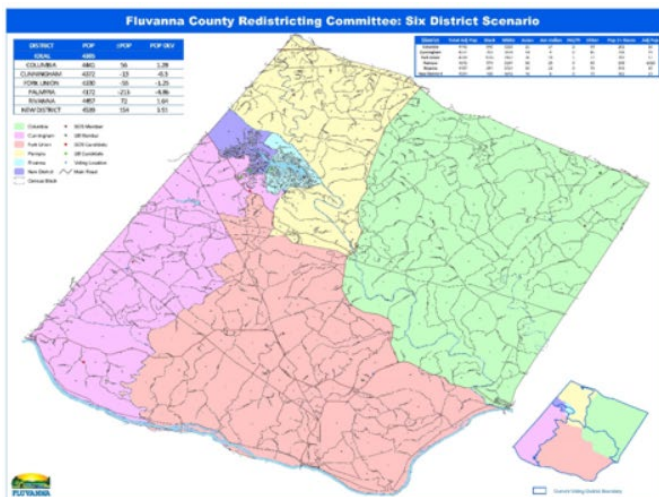
- 5 Districts = 5,258
- 6 Districts = 4,381
- 7 Districts = 3,756

ESTIMATED COSTS PER DISTRICT

Estimated Fiscal Year Cost Per Additional District	Year One	Year Two +
<b>Board of Supervisors Member</b>		
Salary & FICA	\$10,270.00	\$10,270.00
Insurance (mid-cost estimated)	\$10,000.00	\$10,000.00
Technology (iPad, phone, mifi monthly)	\$1,800.00	\$1,200.00
Travel	\$350.00	\$350.00
Conference/Training	\$550.00	\$550.00
Lodging	\$1,000.00	\$1,000.00
<b>Planning Commission Member</b>		
Salary & FICA	\$2,713.00	\$2,713.00
Technology (iPad)	\$600.00	\$0.00
Travel	\$100.00	\$100.00
Conference/Training	\$500.00	\$500.00
Lodging	\$500.00	\$500.00
<b>Social Services Board Member</b>		
Salary & FICA	\$3,255.00	\$3,255.00
<b>School Board Member</b>		
Salary & FICA	\$6,717.00	\$6,717.00
Insurance (mid-cost estimated)	\$8,400.00	\$8,400.00
Conferences/Technology	\$2,000.00	\$2,000.00
<b>Polling Location (Equipment, Election Workers, etc.)</b>		
	\$21,000.00	\$10,000.00
<b>TOTAL</b>	<b>\$69,755.00</b>	<b>\$57,555.00</b>

- Yearly cost could change by +/- \$20,000 depending on Board of Supervisors and School Board member insurance plan election.

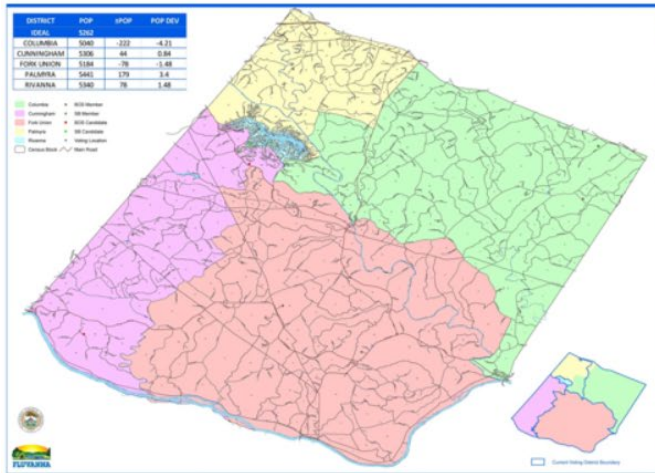
Six Districts Scenario



6 Districts	Columbia	Cunningham	Fork Union	Palmyra	Rivanna	Proposed District 6
<b>Total Adjusted Population</b>	<b>4441</b>	<b>4372</b>	<b>4350</b>	<b>4172</b>	<b>4457</b>	<b>4539</b>
Black	846 (19.05%)	203 (4.64%)	1035 (23.90%)	574 (10.92%)	254 (5.70%)	400 (8.81%)
White	3216 (72.42%)	3874 (8.81%)	2867 (66.21%)	4002 (76.16%)	3714 (83.33%)	3641 (80.22%)
Asian	21 (.47%)	14 (.32%)	36 (.83%)	60 (1.14%)	39 (.88%)	46 (1.01%)
American Indian/ Native Alaskan	14 (.32%)	9 (.21%)	10 (.23%)	24 (.46%)	13 (.29%)	8 (.18%)
Native Hawaiian/ Pacific Islander	2 (.05%)	0	5 (.12%)	0	0	0
Other	64 (1.44%)	45 (1.03%)	77 (1.78%)	143 (2.72%)	79 (1.77%)	79 (1.74%)
2 or more races	262 (5.89%)	208 (4.75%)	283 (6.54%)	298 (5.71%)	343 (7.70%)	352 (7.76%)
Adjusted Population	16	19	17	-1026	15	13

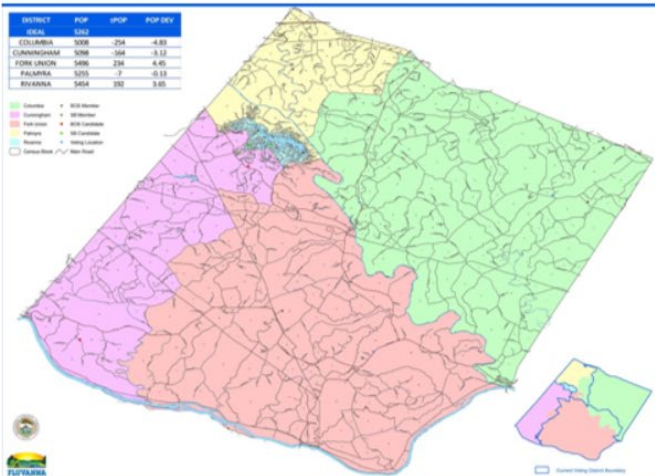


Board of Supervisors Minutes  
Five Districts – Scenario 1



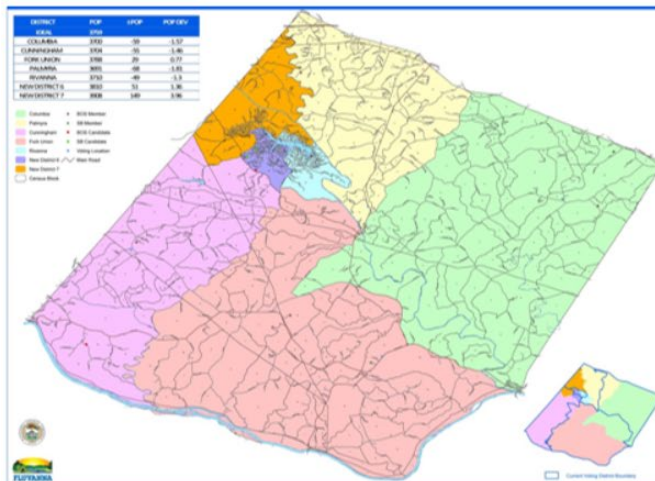
5 Districts - 1	Columbia	Cunningham	Fork Union	Palmyra	Rivanna
<b>Total Adjusted Population</b>	<b>5040</b>	<b>5306</b>	<b>5184</b>	<b>5441/6456</b>	<b>5340</b>
Black	938 (18.61%)	261 (4.92%)	1215 (23.44%)	586 (10.77%) / (9.08%)	311 (5.82%)
White	3635 (72.18%)	4621 (87.09%)	3454 (66.63%)	4186 (76.93%) / (64.84%)	4517 (84.59%)
Asian	35 (.69%)	36 (.68%)	45 (.87%)	59 (1.08%) / (.91%)	46 (.86%)
American Indian/ Native Alaskan	20 (.40%)	9 (.17%)	12 (.23%)	24 (.44%) / (.37%)	14 (.26%)
Native Hawaiian/ Pacific Islander	0	0	7 (.14%)	0	0
Other	73 (1.45%)	67 (1.26%)	93 (1.79%)	147 (2.70%) / (2.28%)	53 (.99%)
2 or more races	315 (6.25%)	291 (5.48%)	338 (6.52%)	409 (7.52%) / (6.34%)	383 (7.17%)
Adjusted Population	20	21	20	-1026	16

Five Districts – Scenario 2



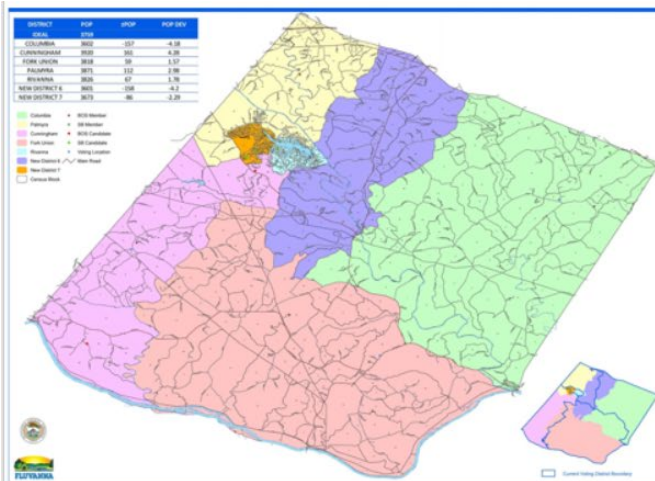
5 Districts - 1	Columbia	Cunningham	Fork Union	Palmyra	Rivanna
<b>Total Adjusted Population</b>	<b>5008</b>	<b>5098</b>	<b>5496</b>	<b>5255</b>	<b>5454</b>
Black	852 (17.01%)	224 (4.39%)	1334 (24.27%)	574 (10.92%)	327 (6%)
White	3700 (73.88%)	4497 (88.21%)	3612 (67.74%)	4002 (76.16%)	4605 (84.43%)
Asian	29 (.58%)	41 (.80%)	45 (.82%)	60 (1.14%)	47 (.86%)
American Indian/ Native Alaskan	17 (.34%)	9 (.18%)	15 (.27%)	24 (.46%)	14 (.26%)
Native Hawaiian/ Pacific Islander	2 (.04%)	0	5 (.09%)	0	0
Other	90 (1.80%)	50 (.98%)	98 (1.78%)	143 (2.72%)	55 (1.01%)
2 or more races	298 (5.95%)	259 (5.08%)	362 (6.59%)	435 (8.28%)	390 (7.15%)
Adjusted Population	20	18	25	-1026	16

Seven Districts – Scenario 1



7 Districts - Scenario 1	Columbia	Cunningham	Fork Union	Palmyra	Rivanna	Proposed District 6	Proposed District 7
<b>Total Adjusted Population</b>	<b>3700</b>	<b>3704</b>	<b>3788</b>	<b>3691</b>	<b>3710</b>	<b>3810</b>	<b>3908</b>
Black	820 (22.16%)	148 (4.0%)	1005 (26.53%)	406 (11%)	374 (10.78%)	198 (5.20%)	360 (9.21%)
White	2570 (69.46%)	3276 (88.44%)	2382 (62.88%)	2873 (77.84%)	2951 (79.54%)	3281 (86.12%)	3083 (78.89%)
Asian	22 (.59%)	24 (.65%)	20 (.53%)	44 (1.19%)	34 (.92%)	46 (1.21%)	32 (.82%)
American Indian/ Native Alaskan	12 (.32%)	9 (.24%)	12 (.32%)	16 (.43%)	14 (.38%)	7 (.18%)	9 (.23%)
Native Hawaiian/ Pacific Islander	2 (.05%)	0	5 (.13%)	0	0	0	0
Other	51 (1.38%)	43 (1.16%)	79 (2.09%)	86 (2.33%)	46 (1.24%)	38 (1%)	98 (2.51%)
2 or more races	208 (5.62%)	186 (5.02%)	268 (7.07%)	254 (6.88%)	273 (7.36%)	238 (6.25%)	317 (8.11%)
Adjusted Population	15	18	17	-1026	18	2	15

Seven Districts – Scenario 2



7 Districts - Scenario 2	Columbia	Cunningham	Fork Union	Palmyra	Rivanna	Proposed District 6	Proposed District 7
<b>Total Adjusted Population</b>	<b>3602</b>	<b>3920</b>	<b>3818</b>	<b>3671</b>	<b>3826</b>	<b>3601</b>	<b>3673</b>
Black	808 (22.43%)	176 (4.49%)	974 (25.51%)	384 (9.92%)	218 (5.7%)	496 (13.77%)	255 (6.94%)
White	2498 (69.35%)	3485 (88.90%)	2432 (63.7%)	3016 (77.91%)	3189 (83.35%)	2725 (75.67%)	3071 (83.61%)
Asian	18 (.50%)	15 (.38%)	19 (.50%)	19 (.5%)	36 (.94%)	41 (1.14%)	41 (1.12%)
American Indian/ Native Alaskan	12 (.33%)	3 (.08%)	16 (.42%)	16 (.42%)	142 (.31%)	15 (.42%)	6 (.16%)
Native Hawaiian/ Pacific Islander	2 (.06%)	0	5 (.13%)	5	0	0	0
Other	50 (1.39%)	40 (1.02%)	78 (2.04%)	86 (2.33%)	453 (1.39%)	69 (1.92%)	40 (1.09%)
2 or more races	199 (5.52%)	175 (4.46%)	277 (7.26%)	295 (7.62%)	305 (7.97%)	241 (6.69%)	252 (6.86%)
Adjusted Population	15	15	17	-1026	13	14	8

**State Redistricting - Supreme Court Invites Public Comment on Redistricting Plans**

- The Special Masters appointed by the Supreme Court of Virginia submitted proposed maps on December 8, 2021. The maps are available for public review.

<b>MOTION:</b>	<p>Approve the ordinance titled “AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, OF THE FLUVANNA COUNTY CODE IN ARTICLE 2, ELECTIONS, BY REPEALING AND REENACTING SECTIONS 2-2-3 AND 2-2-4 ENUMERATING THE ELECTION DISTRICTS, POPULATIONS, POLLING PLACES, AND PRECINCTS AND DESCRIBING THE ELECTION DISTRICT BOUNDARIES”, with the following amendments:</p> <ol style="list-style-type: none"> <li>The ordinance is not to be given effect until the Attorney General of Virginia has issued, or is deemed to have issued, a certification of no objection in accordance with Virginia Code Section 24.2-129.</li> <li>In 2-2-3(B), the changes related to the central absentee precinct that were separately approved at this meeting shall be incorporated</li> <li>The ordinance shall be revised to reflect that the Board of Supervisors, in its legislative judgment has determined that reapportionment to establish five (5) election districts, precincts and polling places, is in the best interests of the citizens of Fluvanna County.</li> <li>The map of the election districts showing Five (5) Districts entitled Scenario Number 2 is approved and shall be published in an Appendix to the Fluvanna County Code and kept on file with the clerk to the Board of Supervisors. The boundaries of the election districts shown on the map shall control in the event of a discrepancy between the boundaries shown on the map and the boundary descriptions set forth in Section 2-2-4.</li> <li>In Section 2-2-3, the listed names of the election districts and populations shall be revised to conform to the map. The listing of a New Election District with population and polling place shall be deleted.</li> <li>In Section 2-2-4, the written boundary description of “New Election District – Number 6” shall be deleted and the written boundary descriptions of the election districts shall be revised to conform to the map. The County Attorney and County Administrator are authorized and directed to revise the written boundary descriptions to conform to the map.</li> </ol>				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>	Second	Motion			
<b>VOTE:</b>	Yes	Yes	Yes	No	No
<b>RESULT:</b>	<b>3-2</b>				

**MOTION TO EXTEND**

- At 10:24pm, a motion was made to extend the Board of Supervisors meeting.

<b>MOTION:</b>	Approve a motion to extend the December 15, 2021 Regular Board of Supervisors meeting to 12:00am.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Fork Union Water Supply System Preliminary Engineering Report PA#13 – Cyndi Toler, Purchasing Officer*

- Virginia Electric and Power Company (VEPCO) received a Special Use Permit (SUP) and Conditional Rezoning approval on June 25, 2021 to construct a lined sanitary landfill to dispose of Coal Combustion Residuals (CCR) on the property, adjacent to the Bremo Power Station, which will affect existing ground water wells within a 1.5 mile radius of the Power Station, including two Fork Union Sanitary District (FUSD) wells and private wells.
- Fluvanna County will need to construct a new water supply system and will allow the affected areas to access this system if they choose to.
- As part of the SUP and Conditional Rezoning approval, VEPCO proffered funds for these water supply improvements.
- This project agreement is to begin that process by the establishment of a Preliminary Engineering Report which will evaluate and provide recommendations for a proposed water system to provide a safe and reliable potable water source for residents and businesses within FUSD.

- A Notice to Proceed will only be issued for this project once approval from VEPCO is received and funding in place.

<b>MOTION:</b>	Approve Project Agreement #13 between Fluvanna County and Dewberry Engineers Inc. for the Fork Union Water Supply System Preliminary Engineering Report totaling \$149,715.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>	Motion	Second			
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

*Premium Pay - Staff One-Time Bonus* – Eric Dahl, County Administrator & Donna Snow, Human Resources Manager

Background

- In April 2020, Fluvanna County, in compliance with State mandates issued as a result of the Public Health Emergency, instituted operational modifications to keep employees and residents of the County safer during the emerging COVID-19 pandemic.
- All Fluvanna County Employees, the staff of each of the Constitutional Offices, as well as the Library and Registrar’s Offices, kept Fluvanna County government open and operational during the uncertainty of the pandemic, proving themselves essential to the continuity of government.
- In August 2021, Virginia General Assembly directed the State Compensation Board to award a \$3,000 premium pay bonus to sworn deputy sheriff positions.
- October 6, 2021 Board of the Supervisors approved a one-time bonus
  - Sheriff’s Office Deputies = \$3,000
  - E-911 employees = \$1,500
- Fluvanna County employees, and the employees of the Fluvanna County Constitutional Officers, the Fluvanna County Department of Social Services, the Fluvanna County Library, and the Fluvanna County Registrar have been no less essential to the continuity of government services provided by the County and have continued to regularly work, at direct and indirect risk of exposure to COVID-19.

Eligibility

- This proposed one-time, hazard pay bonus seeks to acknowledge the commitment and hard work of County employees.
- The American Rescue Plan Act allows local governments to respond to the essential work by providing premium pay.
  - Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors...
  - Essential work means work that:
    - Is not performed while teleworking from a residence; and
    - Involves:
      - Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work;
  - or
    - Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.
- Document the key attributes and conclusion of how each department, and position within each department, is critical to protecting the health and well-being of County residents;
- Document the routine work schedules including the work location for those employees deemed essential
  - Treasury FAQs and Interim Final Rule define, in part, essential work as work involving regular in-person interactions or routine physical handling of items handled by others, among other criteria
- Additional documentation is needed if premium pay would increase a worker’s total pay above 150% of Virginia’s average annual wage
- Those eligible must be current County employees and have worked a minimum of 230 hours during the eligibility period (July 1, 2020 – June 30, 2021)
  - Requested bonus amount:
    - FT \$1500.00
    - PT \$750.00
    - TPT \$375.00

<b>MOTION #1:</b>	I move that the Board of Supervisors approve a one-time bonus for ARPA-qualified and County-eligible employees of Fluvanna County, Fluvanna Constitutional Offices, Fluvanna Department of Social Services, Library, and Registrar, as follows:					
	<ul style="list-style-type: none"> <li>- a \$1,500 bonus to all eligible full-time employees of the above mentioned departments and offices</li> <li>- a \$750 bonus to all eligible permanent part-time employees of the above mentioned departments and offices</li> <li>- a \$325 bonus to all eligible temporary part-time employees of the above mentioned departments and offices</li> </ul>					
	at a cost of \$0 to the County, with \$162,750.00 of funding to come from the American Rescue Plan Act (ARPA) funds.					
	<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
	<b>ACTION:</b>	Second		Motion		
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes	
<b>RESULT:</b>	<b>5-0</b>					

<b>MOTION #2:</b>	I move that the Board of Supervisors approve a budget transfer of \$162,750.00 from the FY22 American Rescue Plan Act contingency budget to the full-time salary and FICA budget lines to cover a one-time hazard pay bonus for all ARPA-qualified employees as presented.					
	<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
	<b>ACTION:</b>	Second	Motion			
	<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
	<b>RESULT:</b>	<b>5-0</b>				

**7A – BOARDS AND COMMISSIONS**

<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>		<b>APPT/REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
James River Water Authority (JRWA) - Fluvanna Citizen Representative	Eric W. Anderson		Appt	12/15/2021	04/18/2025
<b>MEMBER:</b>	<b>Mrs. Booker</b>	<b>Mrs. Eager</b>	<b>Mr. O'Brien</b>	<b>Mr. Sheridan</b>	<b>Mr. Weaver</b>
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	No	Yes	Yes	Abstain	Yes
<b>RESULT:</b>	<b>3-1-1</b>				

<b>MOTION:</b>	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
<b>BOARD/COMMISSION/COMMITTEE</b>	<b>APPOINTEES</b>		<b>APPT/REAPPT</b>	<b>BEGINS TERM</b>	<b>ENDS TERM</b>
Board of Zoning Appeals, At-Large	R. Easton Loving		Reappt	01/01/2022	12/31/2026
Fluvanna Partnership for Aging, At-Large	Edna C. Harris		Reappt	01/01/2022	12/31/2023
Fluvanna Partnership for Aging, At-Large	Maxine C. Baskfield-Spears		Appt	01/01/2022	12/31/2023
Fluvanna Partnership for Aging, Rivanna District	Sue Liberman		Reappt	01/01/2022	12/31/2023
James River Water Authority (JRWA) - Fluvanna Citizen Representative	Joe Chesser		Reappt	01/01/2022	12/31/2025
Library Board of Trustees, At-Large	Nancy King		Reappt	01/01/2022	12/31/2025
Social Services Board, Rivanna District	Joe Chesser		Reappt	01/01/2022	12/31/2025
<b>MEMBER:</b>	<b>Mrs. Booker</b>	<b>Mrs. Eager</b>	<b>Mr. O'Brien</b>	<b>Mr. Sheridan</b>	<b>Mr. Weaver</b>
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**9 - CONSENT AGENDA**

The following items were approved under the Consent Agenda for December 15, 2021:

- *Minutes of December 1, 2021* – Caitlin Solis, Clerk to the Board
- *VATI Grant Supplemental Appropriation for Broadband* – Eric Dahl, County Administrator and Victoria Melton, Management Analyst
- *Approval of Open Space Contract for Eric M. and Amanda J. Graziano* – Andrew M. Sheridan, Jr., Commissioner of the Revenue
- *Accounts Payable Report for November 2021* – Eric Dahl, County Administrator
- *Second Amendment to VFW Tower Site Agreement* – Cyndi Toler, Purchasing Officer

<b>MOTION:</b>	Approve the consent agenda, for the December 15, 2021 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for November 2021, in the amount of \$ 1,626.593.10.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>	Second				Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

**10 - UNFINISHED BUSINESS**

None.

**11 - NEW BUSINESS**

Mrs. Booker asked about the ordinance to remove campaign signs after elections and its enforcement.

**12 - PUBLIC COMMENTS #2**

At 10:56pm, Chair Sheridan opened the second round of Public Comments.

- Chris Fairchild, 5470 Thomas Jefferson Pkwy, commented on election sign enforcement.
- Jeff Potter, 474 Covered Bridge Rd, also commented on election sign code.
- Rudy Garcia, 802 Rivanna Woods Dr, thanked the Board for their consideration of public comments by voting for five districts option two and thanked Mr. Weaver for his service.
- Tony O’Brien, Rivanna District, thanked Mr. Weaver for his many years of service.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 11:03pm.

**13 - CLOSED MEETING**

<b>MOTION:</b>	At 11:03pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Legal Matters.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

<b>MOTION:</b>	At 11:25pm, 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.”				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>			Motion		Second
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

- Mr. Sheridan read a message sent from former Board member Bob Ullenbruch wishing Mr. Weaver well in his retirement.

<b>MOTION:</b>	Adjourn the regular meeting of Wednesday, December 15, 2021 at 11:28pm.				
<b>MEMBER:</b>	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
<b>ACTION:</b>			Second		Motion
<b>VOTE:</b>	Yes	Yes	Yes	Yes	Yes
<b>RESULT:</b>	<b>5-0</b>				

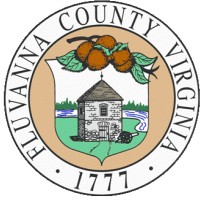
ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Caitlin Solis  
Clerk to the Board

\_\_\_\_\_  
John M. Sheridan  
Chair

DRAFT



**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 29-2021**

**A Resolution Recognizing and Honoring the Retirement of  
The Honorable Donald W. Weaver**

**WHEREAS**, The Honorable Donald W. Weaver exemplifies the role of a public servant by displaying high standards in service to the residents of Fluvanna County; and

**WHEREAS**, The Honorable Donald W. Weaver is most highly respected by his peers and colleagues as a consummate professional and gentleman; and

**WHEREAS**, The Honorable Donald W. Weaver was elected in 1989 by the people of the Cunningham District to represent them on the Fluvanna County Board of Supervisors; and

**WHEREAS**, The Honorable Donald W. Weaver was reelected for a total of eight terms and has served with honor and humility for 32 years; and

**WHEREAS**, The Honorable Donald W. Weaver, did also serve on many County Boards and Commissions, including the Fluvanna County School Board, the Fluvanna County Planning Commission, the Thomas Jefferson Planning District Commission, and the Central Virginia Regional Jail Board; and

**WHEREAS**, The Honorable Donald W. Weaver will soon retire from public service; and

**WHEREAS**, on this day we recount the deeds of an honorable steward;

**THEREFORE, be it resolved**, that the Fluvanna County Board of Supervisors does hereby recognize the contributions of The Honorable Donald W. Weaver to his community.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors a Regular Meeting of the Board held on the 15<sup>th</sup> day of December, 2021.

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

Attest:

\_\_\_\_\_  
John M. Sheridan, Chair  
Fluvanna County Board of Supervisors

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(B) OF THE FLUVANNA COUNTY CODE TO DESIGNATE AS THE CENTRAL ABSENTEE VOTING PRECINCT THE OFFICE OF THE REGISTRAR, PALMYRA, VIRGINIA, IN PLACE OF THE HISTORIC COURTHOUSE FOR ANY ELECTION FROM JUNE 1, 2021**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS as follows:

WHEREAS the Board has determined that the Historic Courthouse, Palmyra, Virginia, is no longer suitable for use as the central absentee voting precinct for the County and that the office of the Registrar should be designated as the central absentee voting precinct for the County for elections on and after June 1, 2021;

NOW THEREFORE,

(1) be it ordained that the County Code be, and it is hereby, amended, in Chapter 2, Article 2, Sec. 3(B), in the following respect:

**Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.<sup>1</sup>**

(A) The election districts, with populations and polling places set forth, are as follows:

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5355	Palmyra Fire House <sup>2</sup>
Columbia	5187	Kents Store Agricultural Recreation Center <sup>3</sup>
Fork Union	4650	Fluvanna County Community Center
Cunningham	5229	Antioch Baptist Church <sup>4</sup>
Rivanna	5270	Lake Monticello Firehouse, Maple Room <sup>5</sup>

Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the ~~Historic Courthouse~~<sup>6</sup> *office of the Registrar*, Palmyra, Virginia. The central absentee voting precinct shall be used for all elections *on and after June 1, 2021*.

<sup>1</sup> For state law as to central absentee voter precinct, see Code of Va., § 24.2-712.

<sup>2</sup> Change in Palmyra polling place was adopted 11-15-06; federal preclearance was obtained 1-29-07.

<sup>3</sup> Change in Columbia polling place was adopted 6-15-05; federal preclearance was obtained 9-2-05.

<sup>4</sup> Change in Cunningham polling place was adopted 7-18-07; federal preclearance was obtained 9-5-07.

<sup>5</sup> Change in Rivanna polling place was adopted 1-6-16.

<sup>6</sup> Change in central absentee voting precinct was adopted 2-18-09; federal preclearance was obtained 5-5-09.



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

**TAB K**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	FY22 FCPS Grants Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$7000.00 to the Fluvanna County Public Schools FY22 budget for funds received from Other Local.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Management Analyst Brenda Gilliam, Executive Director for Instruction and Finance				
<b>PRESENTER(S):</b>	Brenda Gilliam, Executive Director for Instruction and Finance				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	Fluvanna County Public Schools has received \$7000.00 in new FY22 grant funding from Other Local 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:				
		<b>FY22 Adopted</b>	<b>FY22 Revised</b>	<b>FY22 Request</b>	<b>FY22 Revised (NEW Total)</b>
	<b>Local - County</b>	18,658,356	18,658,356	-	18,658,356
	<b>Other Local</b>	450,000	450,000	7,000	457,000
	<b>State</b>	23,988,974	24,012,520.52	-	24,012,520.52
	<b>Federal</b>	1,851,300	2,506,156	-	2,506,156
	<b>TOTAL</b>	44,948,630	45,627,032.52	7,000	45,634,032.52
<b>FISCAL IMPACT:</b>	Approval of this supplemental appropriation will authorize staff to increase the Revenue and Expenditures by \$7,000 as outlined in the above table.  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 November 2022.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FCPS Supplemental Appropriation Request				

	Legal	Finance	Purchasing	HR	Other
<b>REVIEWS COMPLETED:</b>		<b>X</b>			



## 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  
Victoria Melton, Management Analyst

DATE: December 3, 2021

RE: Supplemental Appropriation Request

Fluvanna County Public Schools has received a grant from the Charlottesville Area Community Foundation for Families Learning Together that was 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- 0-  
Other Local- \$7,000.00  
**Total= \$7,000.00**

Funding Source	Year	Type	Category	Amount	Expiration
Charlottesville Area Community Foundation Grant- Families Learning Together	2022	Other Local	Instruction	\$7,000.00	None
<b>TOTAL</b>				<b>\$7,000.00</b>	

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 L**

<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	FY22 Litter Prevention and Recycling Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$3033.06 to the Litter Control FY22 budget from the Commonwealth of Virginia Department of Environmental Quality for Litter Prevention and Recycling Programs.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton – Management Analyst				
<b>PRESENTER(S):</b>	Tori Melton – Management Analyst				
<b>RECOMMENDATION:</b>	Recommend Approval				
<b>TIMING:</b>	Effective Immediately				
<b>DISCUSSION:</b>	<p>The Virginia Department of Environmental Quality works closely with local governments, solid waste planning units, businesses and associations to ensure the minimization of the impact of litter on the environment. DEQ provides information and guidance, coordinates the distribution of annual grants to localities, litter prevention program managers and environmental groups on improving awareness. Each year, DEQ also tracks and reports how localities use their grant funds to support their litter prevention and recycling programs.</p> <p>The County budgeted \$4,600.00 in FY22, but was notified it received \$7,633.06. This action will allow the County to utilize all grant funds on Litter Prevention and Recycling Programs.</p>				
<b>FISCAL IMPACT:</b>	Approval of the motion will allow finance to increase the appropriate FY22 revenues and expenses.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Litter Prevention and Recycling Program Grant Award Letter				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		X			



**Eric Dahl**

**From:** ceds@deq.virginia.gov  
**Sent:** Tuesday, November 23, 2021 8:06 AM  
**To:** Eric Dahl; Aaron Spitzer  
**Cc:** Aaron Spitzer  
**Subject:** FY2022 Non-Competitive Litter Prevention and Recycling Grant



**COMMONWEALTH of VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL**  
**QUALITY**

Ann F. Jennings  
Secretary of Natural Resources

*Street address:* 1111 E. Main Street, Suite 1400, Richmond,  
Virginia 23219

*Mailing address:* P.O. Box 1105, Richmond, Virginia  
23218

[www.deq.virginia.gov](http://www.deq.virginia.gov)

David K. Paylor  
Director

(804) 698-4000  
1-800-592-5482

November 23, 2021

Eric Dahl  
County Administrator  
County of Fluvanna  
PO Box 540  
Palmyra, VA 22963

Dear Eric Dahl:

I am pleased to inform you that a grant award of **\$7,633.06** has been approved for the **Fluvanna County** Litter Prevention and Recycling Program activities for the period July 1, 2021 to June 30, 2022. Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at [prina.chudasama@deq.virginia.gov](mailto:prina.chudasama@deq.virginia.gov) or at (804) 698-4159.

Sincerely,

Sanjay Thirunagari  
Manager, Recycling and Litter Programs





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

**TAB M**

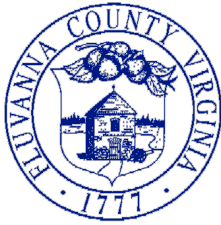
<b>MEETING DATE:</b>	January 5, 2022				
<b>AGENDA TITLE:</b>	FY22 Voluntary Contributions				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors approve the following supplemental appropriations for FY22 Voluntary Contributions Program:</b></p> <ol style="list-style-type: none"> <li><b>1. \$270.00 – Transfer to the Parks &amp; Recreation FY22 Budget</b></li> <li><b>2. \$850.00 – Transfer to Sheriff’s Office FY22 Budget</b></li> </ol>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Tori Melton, Management Analyst				
<b>PRESENTER(S):</b>	Tori Melton, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	December 31, 2021				
<b>DISCUSSION:</b>	<p>The Board of Supervisors approved the “Fluvanna County Voluntary Contributions Program Policy” on August 7<sup>th</sup>, 2013, with the program to become effective September 1<sup>st</sup>, 2013.</p> <p>The Voluntary Contributions Program has 100% of your contribution going to the department/agency selected – The money donated goes to directly support the area selected after it is appropriated by the Board of Supervisors.</p> <p>Contributions can be designated for any one of the six department/agencies noted below.</p> <ol style="list-style-type: none"> <li>(1) County Government General Fund</li> <li>(2) Fluvanna County Public Schools (FCPS)</li> <li>(3) Parks and Recreation Department</li> <li>(4) Social Services Special Welfare Fund</li> <li>(5) Sheriff’s Department</li> <li>(6) County Library</li> </ol>				
<b>FISCAL IMPACT:</b>	This supplemental appropriation would authorize staff to appropriate the revenue to the specific donation general ledger account and expenditures as indicated above.				
<b>POLICY IMPACT:</b>	N/A				

<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			

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

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input 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 type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input checked="" type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	American Rescue Plan Act - Fact Sheet
<input type="checkbox"/>	American Rescue Plan Act - FAQs
<input type="checkbox"/>	





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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

BOS 2022-01-05 p.413/456  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
www.fluvannacounty.org

## MEMORANDUM

**Date:** January 5, 2022  
**From:** Tori Melton – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY22 BOS Contingency Balance

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The FY22 BOS Contingency line balance is as follows:

<b>Beginning Original Budget:</b>	<b>\$163,898</b>
Less: Compensation Study – 11.17.21	-\$37,000
Less: Blue Ridge Cigarette Tax Board Startup Cost – 11.17.21	-\$17,218
<b>Available:</b>	<b>\$109,680</b>





# COUNTY OF FLUVANNA

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P.O. Box 540  
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## MEMORANDUM

**Date:** January 5, 2022  
**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:

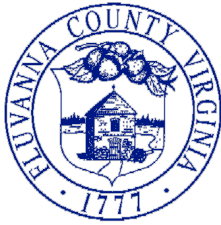
FY21 Carryover	\$387,085
FY22 Budget Allocation:	\$200,000
<b>Total FY22 Budget:</b>	<b>\$587,085</b>
Add: Closed CRM Project – 06/30/2021	\$155
Less: Courts Building Sally Port Door – 08.04.21	-\$7,185
Less: Courts Building Replacement of Leaking Water Lines 09.01.21	-17,418
Less: Pleasant Grove House HVAC Replacement 09.01.21	-6,975
Less: Bobcat Skid Steer Repairs 10.20.21	-6,443
<b>FY22 Available:</b>	<b>\$549,219</b>

### Schools Capital Reserve:

FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
<b>Total FY22 Budget:</b>	<b>\$530,159</b>
Add: Closed CRM Project – 06/30/2021	\$1,096
Less: FCHS HVAC Chiller Descaling and Cleaning 09.15.21	-27,700
Less: FMS Repair Leaking Flush Panels 11.03.21	-64,700

Less: Central and West Central Elementary Sidewalk Repair 11.03.21	-15,000
<b>FY22 Available:</b>	<b>\$423,855</b>





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## MEMORANDUM

**Date:** January 5, 2022  
**From:** Tori Melton – Management Analyst  
**To:** Board of Supervisors  
**Subject:** Unassigned Fund Balance

<b>FY21 Year End Audited Total Unassigned Fund Balance:</b>	<b>\$24,035,309</b>
<b>Unassigned Fund Balance – 12% Target Per Policy:</b>	<b>\$9,959,654</b>
<b>Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$14,075,655</b>
Less: FY22 Sheriff's Office Recruitment, Retention, and Compression Wage Adjustment - 10.06.21	-\$240,000
Less: FY21-22 County Carryover Request – 12.01.21	-\$87,074
<b>Current Unassigned Fund Balance – Excess Above Policy Target:</b>	<b>\$13,835,655</b>







	A	B	C	D	L	M	N	O	P	Q	R	S	X
1	850	<b>NON PROFITS</b>								<b>FUNDING REQUIRED</b>			
2	ORG CODE	OBJECT CODE	PROJECT CODE	ACCOUNT DESCRIPTION	FY17	FY18	FY19	FY20	FY21	FY22	FY23	%	
3					ACTUALS	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	BASELINE	Change	EXPENDITURE DETAIL
4	<b>TOTAL</b>				<b>550,923</b>	<b>594,153</b>	<b>615,877</b>	<b>622,906</b>	<b>579,306</b>	<b>580,978</b>	<b>622,270</b>	<b>7%</b>	
5	<b>PUBLIC SAFETY</b>												
6	10085000	405686		<a href="#">LAJC (Legal Aid Justice Center)</a>	4,000	4,000	4,000	4,100	4,100	4,100	7,500	83%	
7	10085000	405685		<a href="#">OAR (Offender Aid &amp; Restoration/Jefferson Area Community)</a>	13,261	13,261	13,500	13,750	13,750	13,750	14,163	3%	
8	10085000	405678		<a href="#">TJEMS (Thomas Jefferson EMS Council)</a>	16,095	16,095	16,095	16,095	16,095	16,095	16,095	0%	
9	<b>EDUCATION</b>												
10	10085000	405670		<a href="#">PVCC (Piedmont Va Community College)</a>	7,380	50,429	50,426	50,605	7,038	7,179	7,419	3%	
11	<b>HUMAN SERVICES</b>												
12	10085000	405683		<a href="#">Child Health Partnership (Formally Jefferson Area CHIP)</a>	51,000	51,000	52,020	53,060	53,060	53,060	54,121	2%	
13	10085000	405664		IAC (Fluvanna Interagency Council)	-	-	750	750	750	750	750	0%	
14	10085000	405691		<a href="#">FLHF (Fluvanna/Louisa Housing Foundation)</a>	16,000	16,000	16,000	16,000	16,000	16,000	19,600	23%	
15	10085000	405662		<a href="#">Foothills (Foothills Child Advocacy Center)</a>	-	-	10,000	10,000	10,000	10,000	12,000	20%	
16	10085000	405663		<a href="#">Hospice (Hospice of the Piedmont)</a>	-	-	2,500	2,500	2,500	2,500	3,000	20%	
17	10085000	405674		<a href="#">JABA (Jefferson Area Board for Aging)</a>	83,946	83,946	85,000	85,000	85,000	85,000	85,000	0%	
18	10085000	405677		<a href="#">JAUNT (Jefferson Area United Transportation)</a>	79,404	79,404	85,000	85,000	85,000	85,000	72,494	-15%	
19	10085000	405675		<a href="#">MACAA (Monticello Area Community Action Agency)</a>	49,913	49,913	50,000	51,000	51,000	51,000	55,000	8%	
20	10085000	405680		<a href="#">PHA (Piedmont Housing Alliance)</a>	2,100	2,100	2,100	2,200	2,200	2,200	3,000	36%	
21	10085000	405681		<a href="#">ReadyKids</a>	2,100	2,100	2,100	2,100	2,100	2,100	5,000	138%	
22	10085000	405676		<a href="#">Region Ten (Region Ten Community Services Board)</a>	126,250	126,250	126,250	129,000	129,000	129,000	131,794	2%	
23	10085000	405687		<a href="#">SARA (Sexual Assault Resource Agency)</a>	1,000	1,000	1,000	1,050	1,050	1,050	1,500	43%	
24	10085000	405689		<a href="#">SERCAP (Southeast Rural Community Assistance Project)</a>	-	-	-	1,000	-	1,000	5,000	400%	
25	10085000	405684		<a href="#">SHE (Shelter for Help In Emergency)</a>	9,000	9,000	9,000	9,200	9,200	9,200	10,500	14%	
26	<b>CULTURAL ENRICHMENT</b>												
27	10085000	405692	ARTS	<a href="#">Fluvanna Arts Council</a>	10,000	10,000	10,000	10,000	10,000	10,000	10,000	0%	\$4,500 Arts Grant with \$5,500 County Match
28	<b>COMMUNITY DEVELOPMENT</b>												
29	10085000	405679		<a href="#">CVPED (Central Va Partnership for Economic Development)</a>	12,985	13,081	13,066	13,223	13,346	13,519	13,601	1%	
30	10085000	405671		<a href="#">CVSBDC (Central Va Small Business Development Center)</a>	2,500	2,500	2,500	2,750	2,750	2,750	15,752	473%	
31	10085000	405682		<a href="#">Virginia Career Works - Piedmont Region</a>	3,896	3,896	3,920	3,000	3,000	3,000	5,440	81%	
32	10085000	405694		<a href="#">FLDP (Fluvanna Leadership Development Program)</a>	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0%	
33	10085000	407020		<a href="#">Chamber (Fluvanna Chamber of Commerce)</a>	3,500	3,500	3,500	3,500	3,500	3,500	5,000	43%	
34	10085000	405688		<a href="#">RCA (Rivanna Conservation Alliance)</a>	1,750	1,750	1,750	1,750	1,750	1,750	5,000	186%	
35	10085000	405672		<a href="#">TJPDC (Thomas Jefferson Planning District Commission)</a>	33,843	33,928	33,900	34,273	34,487	34,845	40,262	16%	
36	10085000	405673		<a href="#">TJSWCD (Thomas Jefferson Soil &amp; Water Conservation District)</a>	20,000	20,000	20,500	21,000	21,630	21,630	22,279	3%	



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Community Investment Collaborative - CVSBDC	\$ 15,752	\$ -	\$ -
<b>Address:</b>	PO Box 2976 Charlottesville VA 22902	<b>Contact E-mail:</b>	rhaydock@cvsbdc.org	
<b>Contact:</b>	Rebecca Haydock	<b>Contact Phone:</b>	434-906-8806	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Central Virginia Small Business Development Center	\$ 15,752	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. Bullets preferred.)				
<p>Use of Funds is 100% reimbursement of CV SBDC expenses for business and technical advisor work performed for Fluvanna County businesses. Details in attached 'Fluvanna County Budget Request 11.2021.'</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Community Investment Collaborative - CVSBDC	\$ 15,752	\$ -	\$ -

**Section 4 - OTHER FUNDING SOURCES** (Please list any other source(s) of funding for the program(s).)

Total operating budget exceeds \$450,000. Only municipal donors are shown here as additional sources are yet undetermined.

	2021/22	2022/23(projected)
Small Business Administration	117,475	118,404
Albemarle County	61,000	63,000
Culpeper County	30,000	30,000
City of Charlottesville	19,200	27,676
Orange County	21,349	21,349
Louisa	15,000	21,349

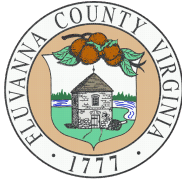
**Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY** (Briefly explain the impact on each program area if not funded by Fluvanna County.)

Fluvanna County leadership has chosen to not fund CV SBDC at regionally accepted rates for several years. This has resulted in other communities paying for the work done for Fluvanna County. CV SBDC has provided equal access to all the municipalities it serves, with significantly increased levels of performance and access, region-wide, in the last two years under new management. Excellent referral rates and promotion in Fluvanna result in Fluvanna entrepreneurs consuming far more of CV SBDC's paid staff and contractor consulting hours than comperable municipalities who are paying up to 10x for the same services. If Fluvanna chooses to underfund again CV SBDC's Advisory Board will be consulted about how to proceed regarding deployment of resources to Fluvanna County. Currently CV SBDC serves any entrepreneur seeking assistance in the Central Virginia region, regardless of who is contributing to the budget that pays for the team performing the work.

**Section 6 - ADDITIONAL INFORMATION**

See attached letter 'Fluvanna County Budget Request 11.2021' for specific information and data about CV SBDC and performed work in Fluvanna County. Additional data is available upon request.





*Partners in Business*

## 2022/23 Support Application

Fluvanna County Finance Department  
 Attn: Tori Melton, Management Analyst  
 via email: vmelton@fluvannacounty.org  
 cc: Jennifer Schmack, Director of Economic Development

November 19, 2021

### Central Virginia SBDC 2022/23 Budget Request






CV SBDC is requesting \$15,752 in support from Fluvanna County, slightly above the region-wide Advisory Board agreed formula of \$.575 per capita. While Fluvanna's population decreased, business activity and use of SBDC services has dramatically increased. Use of funds is 100% business and technical advisor pay.

**CV SBDC Mission:** The mission of Central Virginia Small Business Development Center (CV SBDC) is to enhance the economic vitality of Central Virginia through effective client-oriented consulting, business information services and training. We bring together local, state and federal resources in order to promote the success of our clients' businesses and to foster a vigorous regional economy.

Central Virginia Small Business Development Center (CV SBDC) is an accredited member of America's SBDC and is a Small Business Administration (SBA) supported office. CV SBDC's team of business and technical advisors conduct in person and virtual meetings, serving the counties of Albemarle, Culpeper, Fluvanna, Greene, Louisa, Madison, Nelson, Orange, Rappahannock and the City of Charlottesville.

## Primary CV SBDC Activities



-  1:1 Business & Technical Assistance
-  Training (startup, finance, marketing, legal, etc..)
  - Includes series & cohorts such as: brand equity, entrepreneurship certificate, Innovation Commercialization Assistance Program, etc..
-  Events (Pitch Preview, Pitch Competitions, etc.)
-  Online Tools via cvsdbc.org and virginiasbdc.org
-  Concierge / Triage to other resource providers

CV SBDC currently has a team of 4 staff and 10 contracted business and technical experts. Training programs are robust and varied, taking into consideration entrepreneur needs and diversity, equity and inclusion. Events and training total over 80 per year. CV SBDC also maintains a regional small business event calendar and resource rich website, providing business owners with information without having to make an appointment. CV SBDC taps into vast resources, free of charge to the SBDC office, including research subscriptions, mentors and experts in cybersecurity, international trade, government contracting and much more, complementing the mentors and specialists CV SBDC has amassed locally.

Small businesses make up 99.7% of US employer firms and 64% of new jobs (source SBA). CV SBDC collaborates to solve business problems and advance success--from startup through exit. CV SBDC is hosted by Community Investment Collaborative (CIC), a CDFI (Community Development Financial Institution) that also provides robust entrepreneurial assistance and microloans targeting minority and under-resourced entrepreneurs.

CV SBDC's primary funding comes from the Small Business Administration and the local municipalities it serves. Since the COVID crisis, additional funding has come from CIC, GoVirginia, CARES Act funding, VirginiaSBDC, community and national grant providers, private organizations and donors. Your SBDC won the top SBA performance award across the state network this year, totaling \$10,400. More details about CV SBDC resources can be found at <https://cvsbdc.org> and via our [newsletters](#).

### **Performance Measures**

The FY 2020/21 goals set by the Small Business Administration for CV SBDC are:

- 270 total clients served with at least 153 being counseling clients
- 38 long-term clients (5 hours or more of counseling)
- 17 new business starts, and
- \$6,000,000 in capital infusion

In FY 2020/21 CV SBDC achieved:

- 1716 total clients served with 541 being counseling clients
- 109 long-term clients; who employ 539 employees and earned over \$39M in sales
- 13 new business starts
- \$26,619,150 in capital infusion

**In Fluvanna County** CV SBDC visits with entrepreneurs in Fluvanna regularly through regional meetings and strong support and promotion by the Fluvanna County Chamber of Commerce and Office of Economic Development. Through increased awareness and partnership CV SBDC helps Fluvanna County entrepreneurs succeed and gain customized guidance, resources and training.

Thanks to strong referrals, service to Fluvanna County small business owners has increased dramatically:

- of the 541 one-on-one counseling clients 46 were from Fluvanna County
- thirty-five (35) one-on-one clients were black, 2 were hispanic
- 266 sessions occurred with these entrepreneurs
- 160 event attendees in 40 events were from Fluvanna County

- nineteen (19) entrepreneurs were recorded as long term clients ( 5 hours or more of advisory time) ranging from 5 hours to 28.17 hours
- 3 new business starts were recorded (by restrictive SBA definition, more startups were assisted)

A year over year comparison of the base client numbers for the last three years is shown below.

	2018/19	2018/19		2019/20	2019/20		2020/21	2020/21	2020/21
	1:1 clients	event att	TTL	1:1 clients	event att	TTL	1:1 clients	event attendees	TOTAL
Fluvanna	14	49	63	21	78	99	46	160	206

### Events

Training and events have become an important component in how the Central Virginia SBDC serves the increasing volume of constituents in the counties we serve. DEI evaluations suggest minority and underserved community members prefer group training or cohort style assistance.

The following report shows, of the 86 events held by CV SBDC in the last year, 40 events were attended by Fluvanna County entrepreneurs. Of the 1,175 attendees counted, 160 verified attendees came from Fluvanna County. There were 39 Fluvanna County entrepreneurs that only attended training and did not request a meeting with a business or technical advisor.

The data below shows total events offered by SBDC, Fluvanna County residents attendance and training topics for which Fluvanna County residents showed interest.



Events	86
Attendees Tally	1,175
Registered Attendance	1,982
Event Hours	162
Attendee "Seat" Hours	2,189
Minority Tally	430
Veteran Tally	86

Events	40
Attendees Tally	628
Registered Attendance	77
Event Hours	72
Attendee "Seat" Hours	1,280
Minority Tally	216
Veteran Tally	43

Training Topic	Events	Attendees
Start-up Assistance	12	111
Financing/Capital	2	21
Business Accounting/Budget	2	15
Cash Flow Management	2	23
Marketing/Sales	7	104
Government Contracting	6	166
eCommerce	5	57
Technology	2	42
Other	2	89
<b>Total</b>	<b>40</b>	<b>628</b>

The Central Virginia SBDC continues to grow and evolve to serve the needs of small business owners. We are not yet sure what is the right long-term size and budget for CV SBDC, as the staff and contractors continue to be under pressure to meet the needs of those seeking assistance. With no signs of slowing in requests for assistance, the current budget range of \$480,000 - \$505,000 is projected for 2022/23.



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	ReadyKids (formerly Children, Youth & Family Services)	\$ 5,000	\$ -	\$ -
<b>Address:</b>	1000 E. High Street, Charlottesville VA 22902	<b>Contact E-mail:</b>	<a href="mailto:ahenderson@readykidscville.org">ahenderson@readykidscville.org</a>	
<b>Contact:</b>	Allison Henderson, Dir. Of Philanthropy	<b>Contact Phone:</b>	434-296-4118	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Early Learning and Counseling Support	\$ 5,000	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Funding will be used to support Fluvanna County kids, families and early childhood educators experience high quality early learning experiences and positive, nurturing and healthy family relationships. Last year, we served 229 Fluvanna County residents. Specifically, funding will be used to help Fluvanna early childhood educators improve the quality of their services - particularly to low-income families; provide the evidenced based social-emotional program, Al's Pals, in Fluvanna Head Start classrooms; and provide intensive masters-level counseling for victims of child abuse, neglect and/or exposure to domestic violence and their non-abusing family members at no-cost.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	ReadyKids (formerly Children, Youth & Family Services)	\$ 5,000	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
During FY21 revenue of \$2,745,196 included the following revenue sources: local government (\$195,686); state and federal grants (\$957,460); private contributions (\$1,051,395); contracted services (\$470,698); and other (investment income, refunds, interest) (\$69,957).				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
ReadyKids is committed to serving children and families in Fluvanna County, and continues to actively pursue diverse funding streams for our programs so that they remain stable even during pre and post COVID environments. The County's demonstration of its support for our work there and recognition of its value is important to us.				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
ReadyKids is grateful for the continued support and longstanding partnership with Fluvanna County.				

# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Shelter for Help in Emergency	\$ 10,500	\$ -	\$ -
<b>Address:</b>	PO Box 1013 Charlottesville, VA 22902	<b>Contact E-mail:</b>	<a href="mailto:mshifflett@shelterforhelpinemergency.org">mshifflett@shelterforhelpinemergency.org</a>	
<b>Contact:</b>	Melissa Shifflett	<b>Contact Phone:</b>	434-963-4676, Ext 2	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Residential Client Services	\$ 5,250	\$ -	\$ -
<b>Program 2:</b>	Outreach and Community Services	\$ 5,250	\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Funding will be used to support the extensive array of Shelter services provided to victims of domestic violence: 24-hour hotline (which serves as a bridge to other Shelter services and is a critical step on a path to a violence-free life), emergency safe shelter in our residential facility, individual and/or group counseling, legal advocacy, court accompaniment, and children's programs. Services focus on healing the damage inflicted by abuse, restoring a victim's sense of self-efficacy and hope, providing safety, encouraging positive relationships and social connection, promoting good physical and emotional health, assisting access to community resources including employment assistance and housing, and ensuring that children feel safe and are able to succeed in school. Our Outreach and Community services team reaches individuals experiencing DV who need supportive services and information, but do not need or request the safety of our residential facility. The Lethality Assessment Program (LAP) works with local police and sheriff departments, connecting high risk victims of DV with a hotline advocate to provide immediate support, safety planning, information and referral at the scene of a DV incident. The Fluvanna County Sheriff's Office actively participates in the LAP program, enabling greater access to services for high risk victims of domestic violence in Fluvanna County. The Prevention Services program reaches into our local schools and youth groups providing education and support to the area's child and teen population, utilizing evidence-based curriculum and activities to engage youth and enable them to identify abusive behaviors &amp; understand that there are alternatives to violence. This program seeks to address the need to educate and support our community to move beyond intervention services into preventative action.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	Shelter for Help in Emergency	\$ 10,500	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p>Our programs are supported with funding from each jurisdiction in Planning District 10: City of Charlottesville, Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson. We also receive federal &amp; state funding from the Virginia Department of Social Services and the Department of Criminal Justice Services. Financial support from the community, including individuals, organizations, and corporations, plays a very significant role in our budget as well. Typically we sponsor multiple events and activities each year to raise community awareness of domestic violence and increase funds for our programs by way of donations at these events; however, due to the COVID-19 pandemic we had to cancel some events, and move some to a virtual platform which resulted in lost revenue. In the past few months, we have been able to safely hold some outdoor events and hope to continue that while gradually getting back to in-person events as well.</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>Public health and safety are core, essential provisions for local government. The Shelter is well-positioned to address these for Fluvanna County in a cost-efficient and effective way. Fluvanna County government funds are a critical resource to the Shelter enabling us to extend our programs and services to the whole of Fluvanna County. Domestic violence takes a significant toll on individual lives and the community as a whole not only in terms of well-being, but also with regard to financial burdens and resources. Left unaddressed, the impact of DV in the community spreads across a wide variety of resources. The County experiences cost savings by working with an established group such as the Shelter whose expertise is centered on family safety and well-being. The provision of trauma-informed comprehensive services through the Shelter offers a specialized, cost-effective and affordable response to DV.</p> <p>The Shelter’s program provides both individual and community cost saving benefits on a short and long-term basis. Our Residential Program offers immediate refuge from actual or imminent assault helps women avoid additional assaults and homelessness, reducing the number of DV crimes and resulting injuries that occur. This reduces the need for police, court, corrections and health system interventions. The provision of safe shelter in times of acute crisis and emergency serve to protect against not only repeated abuse and injury, but also from loss of life. For children who witness violence in their homes, our residential program offers a stable and supportive environment where both mother and child can be safe and start a process of healing to halt a cycle of generational violence. Trauma-informed counseling and support offers a significant benefit to both the individual and community by providing support services to low-income residents, who would otherwise be unlikely to obtain these services or be adding to the already substantial mental health waiting list. Shelter services reduce the level of stress and injury that contribute to a substantial loss of work productivity. Decreased productivity ultimately leads to loss of wages and loss of employment, and with it the subsequent decline in tax revenue. Through our rural advocacy and support services, we provide an invaluable resource to victims during court appearances, decreasing reliance on court personnel for information and assistance. Interventions provided through our programs serve to reduce the potential need for later long-term, high-cost services such as mental health interventions, health care, repeat law-enforcement response and juvenile justice interventions. Your support for these services is vital to the Shelter and will ensure a sustained and comprehensive response to victims of domestic violence in Fluvanna County.</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				



During FY21, the Shelter received 85 calls to our 24-hour emergency hotline from Fluvanna residents. Emergency shelter was provided to 17 residents of Fluvanna, for a total of 147 nights of safety. Support services were provided on an outreach basis to 12 additional clients from Fluvanna who didn't want or need emergency shelter, but did access some of the other Shelter services such as court accompaniment, legal advocacy, counseling, etc. The Lethality Assessment Program (LAP) in Fluvanna resulted in over 70% of DV victims being indentified as high danger based the LAP screening tool and/or law enforcement concern, which resulted in calls to our 24-hour hotline from the officer and/or victim at the scene of the DV incident.



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Jefferson Area Board of Aging - JABA	\$ 85,000	\$ -	\$ -
<b>Address:</b>	674 Hillside Drive Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:mkeane@jabacares.org">mkeane@jabacares.org</a>	
<b>Contact:</b>	Marta Keane, CEO	<b>Contact Phone:</b>	434-817-5238	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Adult Care Center	6,596	\$ -	\$ -
<b>Program 2:</b>	Senior Health and Wellness	30,404	\$ -	\$ -
<b>Program 3:</b>	Community Resource Services	48,000	\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>*Community Resource Services supports multiple distinct programs providing direct support for older adults, people with disabilities, and caregivers to promote safely aging in place. These services support individuals and families in making informed decisions by helping them understand their needs and unique situations and translate this information into strategies and plans based on available community resources. These programs include: Information and Assistance, Insurance Counseling, Legal Assistance Program, Ombudsman Program, Options Counseling, and Volunteer Services. *Senior Health and Nutrition supports shared programming and meals for the bi-weekly Fork Union Active Older Adult Program as well as 3 current outreach sites in partnership with Fluvanna County Parks and Recreation. This request funds a nurse 4 hours a week (total) to meet the needs of Fluvanna residents at a time when chronic diseases such as diabetes and hypertension are on the rise in the elderly population. The nurse provides close monitoring and education for self-management which are essential to preventing serious negative outcomes. This program also provides chilled, home delivered meals to county residents who are unable to prepare their own meals or who need additional nutritional options due to ill health and lack of mobility. *Adult Care Center - Fluvanna funding provides scholarships for Fluvanna county residents who may not be able to afford the full daily rate in DSS/DMAS and VA certified Adult Care Center. The Adult Care Center provides day care services for adults 18 and older who have dementia-related and/or physical disabilities who need assistance with daily health or personal care needs.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Jefferson Area Board of Aging - JABA	\$ 85,000	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
Anticipated: Federal Government (\$1,319,471), State Government (\$589,482), Fundraising by JABA (\$448,578), Client fees (\$400,000), local jurisdictions (Albemarle - \$377, 985, Charlottesville - \$319,192, Greene - \$105,046, Louisa - \$269,110, Nelson - \$101,500)				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>In 2021, JABA served 1,519 Fluvanna County residents. People 65+ comprised 19% of the population in 2019. By 2030 this will almost increase to 24% of county residents. Our most vulnerable group, those 85+ will increase at a faster rate, 99% by 2040. We know 21% of Fluvanna seniors live alone, many with a limited income, with fewer personal supports in place. Non-funding would affect the lower income older population in Fluvanna County by:</p> <ul style="list-style-type: none"> <li>*Loss of a familiar, convenient entry point into aging and disability services networks.</li> <li>*Increased time and frustration involved in finding services and supports to meet their needs.</li> <li>*Increased demand on county services around aging issues.</li> </ul>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
<p>(continued from section 5)*Decreased awareness of resources and services to assist individuals and families with their aging issues and questions.</p> <ul style="list-style-type: none"> <li>*Reduced availability of staff who provide intensive support and coordination of multiple services.</li> <li>*Fewer meals available to those who need it.</li> <li>*Premature institutionalization, poor nutrition, less access to services and supports that allow them to age in their community of choice.</li> <li>*Less ready access to medical care.</li> <li>*Increased isolation resulting in increased depression, stress, fear and loneliness.</li> </ul> <p>Non-funding would affect family caregivers by:</p> <ul style="list-style-type: none"> <li>*Putting their own health at risk as many caregivers are elderly themselves.</li> <li>*Reducing their ability to continue their employment for their own and their family's financial security.</li> <li>*Decreasing access to eldercare resources they need, thus reducing not only their quality of life but also that of the seniors in their care.</li> </ul>				

# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Child Health Partnership	\$ 54,121	\$ -	\$ -
<b>Address:</b>	1469 Greenbrier Place, Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:jon.nafziger@childhealthpartnership.org">jon.nafziger@childhealthpartnership.org</a>	
<b>Contact:</b>	Jon Nafziger, Executive Director	<b>Contact Phone:</b>	434-964-4700	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Child Health Partnership Health and Parenting Supports	\$ 54,121	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Child Health Partnership supports families to create nurturing home environments and promote the health and well-being of children in our community. We serve babies and children age 0-6 and pregnant women from low income families. Fluvanna County funds support the salaries of a Nurse and Family Support Specialist who offer Fluvanna families the following services through home visits: 1) health assessments, health education, and improved access to health care services; 2) parenting education, learning activities and coaching to help families create nurturing homes and prepare their children for school; 3) support for family self-sufficiency through employment and connecting families to community resources; 4) regular developmental screenings and activities to promote healthy child development; 5) home safety screenings and resources. In FY2021, Child Health served 39 Fluvanna children from 23 families. Goals for FY2023 include:</p> <ul style="list-style-type: none"> <li>• 95% of children have an established medical home</li> <li>• 85% of children will be up to date on well child visits</li> <li>• parents show a minimum 50% increase in parenting knowledge/positive behaviors</li> <li>• 90% of children have a current developmental screening to identify any delays.</li> </ul>				

AGENCY INFORMATION		FY21 Total Rqst	FY21 COAD	FY21 BOS
Agency:	Child Health Partnership	\$ 54,121	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
For Child Health Partnership in Fluvanna County, other funding sources include CHIP of Virginia (Virginia General Fund and TANF), United Way of Greater Charlottesville, grants, individual donations, and Medicaid reimbursements for prenatal nursing services (for eligible families).				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
The loss of Fluvanna County funding would require us to close our program in Fluvanna. County funds cover nearly half of the cost of serving Fluvanna families. Child Health raises the remaining support required, but would not be able to absorb the County's share. Our team approach requires two staff, both a community health nurse and a family support specialist, for each locality. Child Health families often lack the traditional support systems needed to give families the information, resources and confidence to raise healthy children. These families frequently face trauma, unforeseen circumstances, generational poverty, health crises and financial challenges. Our work improves positive parenting and the school readiness of low-income children in Fluvanna County, helping families move toward self-sufficiency and preventing future taxpayer support. Child Health Partnership's prevention services work with the families with the youngest children to decrease the need for more expensive out-of-home/foster care services in the future.				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
Families enrolled in Child Health face many barriers to raising healthy children in nurturing homes, but also have many strengths. Our data from FY2021 shows that for our partner families at enrollment: 100% are low income; 55% of mothers lack a high school diploma/GED; 44% had an unmet food need; 38% had unmet transportation needs, 33% had unmet child care needs, 24% of mothers have a mental health diagnosis, while 29% had two parents in the home and 63% of families had one or both parents employed. Child Health's Fluvanna County staff are located at 5578 Richmond Road, Suite 1, in Troy (Zion Crossroads). In FY21 after one year in the program, 96% of children had regular medical homes; 87% were current on well child visits; and 81% of preschool age children were enrolled in preschool or child care. Beginning in June 2021, Child Health staff resumed providing services in the home on a voluntary basis. Family support is now provided through in-person and virtual visits due to the COVID-19 pandemic.				

# FY23 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Monticello Area Community Action Agency (MACAA)	\$ 55,000	\$ -	\$ -
<b>Address:</b>	1025 Park Street, Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:shanks@macaa.org">shanks@macaa.org</a>	
<b>Contact:</b>	Sarah Hanks	<b>Contact Phone:</b>	(434) 295-3171	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Outreach & Emergency Assistance	\$ 35,000	\$ -	\$ -
<b>Program 2:</b>	Early/Head Start	\$ 12,000	\$ -	\$ -
<b>Program 3:</b>	Project Discovery	\$ 8,000	\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Funding awarded to MACAA will be used as follows:</p> <p><b>Outreach &amp; Emergency Assistance:</b></p> <ul style="list-style-type: none"> <li>• MACAA will provide emergency assistance for Fluvanna County residents in need of rent, mortgage, and utility support to remain in safe, stable housing. The need for these services continues to increase as the local economy recovers from the COVID-19 pandemic and residents adjust to rising costs for essential purchases (i.e. food, fuel, etc.).</li> <li>• Outreach &amp; Emergency Assistance is expected to expand services to include a whole-family, two-generation approach to breaking cycles of generational poverty. This includes but is not limited to financial literacy training, family coaching, and programs that support financial resilience and thriving futures.</li> <li>• Funding provided by Fluvanna County will be used to support Outreach operations to include personnel expenses, client services, phone/internet, insurance costs, supplies, etc. If awarded, this funding will represent approximately 16% of the total expenses related to Outreach &amp; Emergency Assistance operations.</li> </ul> <p><b>Head Start:</b></p> <ul style="list-style-type: none"> <li>• Annually, Head Start serves 20 income or categorically eligible (i.e. homeless or in foster care) preschool students in partnership with Fluvanna</li> </ul>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Monticello Area Community Action Agency (MACAA)	\$ 55,000	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p>Fluvanna Outreach &amp; Emergency Assistance:</p> <ol style="list-style-type: none"> <li>1. Federal Community Service Block Grant (CSBG)</li> <li>2. Federal Temporary Assistance for Needy Families (TANF)</li> <li>3. Thrift Shop sales (tentative opening in 2022)</li> <li>4. Energy Share administrative fee</li> <li>5. Donations: cash and in-kind</li> </ol> <p>Head Start:</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>Outreach &amp; Emergency Assistance: A reduction in local funding support may result in limited staffing and hour of service within Fluvanna County, as well as a reduction in direct client services during times of crisis. The food pantry, thrift store (pending reopening), and emergency utility/housing assistance would be less available/ accessible to families experiencing emergency circumstances. As a result, families experiencing low income or other crisis circumstances may be evicted from safe, stable housing, necessary utilities, and nutritional meals. A reduction in funding would result in increased community needs to be met by other social service agencies, as well as secondary crises for impacted families to include but not limited declining health, mental health concerns, poor academic performance in school-age students, and poor school/work attendance which may result in lost income or unemployment.</p> <p>Head Start: A reduction in local funding would compromise high-quality service delivery in Fluvanna County to include but not limited to: the ability</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
<p>As the state- and federal-appointed Community Action Agency for the region, MACAA embodies our nation’s spirit of hope, changes people’s lives, and improves communities. When local leaders partner with MACAA and leverage our collective resources and experiences, we are able to promote sustainable solutions that connect more families to opportunity – and make Fluvanna a better place to live for everyone.</p> <p>MACAA Mission Statement: To improve the lives of people with low income by helping them become self-reliant, thereby enhancing the economic vitality and well-being of our community.</p> <p>MACAA History: The Monticello Area Community Action Agency (MACAA) was founded in 1965 as a result of President Lyndon B. Johnson’s Economic Opportunity Act. While it has evolved and changed over the years, MACAA has always been committed to helping alleviate and help find solutions for individuals and families experiencing poverty.</p> <p>Geographic Service Area: MACAA serves the City of Charlottesville and the Counties of Albemarle, Fluvanna, Louisa, and Nelson.</p>				



## FY23 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	OAR- Jefferson Area Community Corrections	\$ 14,163	\$ -	\$ -
<b>Address:</b>	750 Harris Street Suite 207 Charlottesville Va 22903	<b>Contact E-mail:</b>	<a href="mailto:rcarew@oar-jacc.org">rcarew@oar-jacc.org</a>	
<b>Contact:</b>	Ross Carew - Director	<b>Contact Phone:</b>	434 296 2441 ext 108	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Local Probation	\$ 7,828	\$ -	\$ -
<b>Program 2:</b>	Criminal Justice Planning	\$ 6,335	\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
<b>Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS</b> (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				

**The OAR-Jefferson Area Community Corrections' Local Probation Program seeks to address Fluvanna County's goal of: Community Safety.** The local probation program directly affects meaningful change for these goals **through the reduction of adult offender recidivism and the mitigation of risk** as demonstrated by the successful completion of local probation supervision without the public cost of incarceration. Without the local probation program as a sentencing alternative, **the localities would see an increase in jail bed space costs and an increase in recidivism.** Through the use of evidence based supervision strategies, the local probation program reduces the offender's risk factors thus lessening the future risk of re-offending and subsequent incarceration. During FY21, OAR local probation provided probation supervision to 1220 clients (including carry-over probation placements). Of that population, **92 (7.5%) were referred from Fluvanna Courts** . The program's rate of successful completion of probation for FY21 was 68% exceeding the projected rate of 65%. The most recent three year recidivism evaluation of OAR local probation clients by Rulo Strategies LLC. **indicated a recidivism rate of 26%, an 17% improvement versus the national average of 43%.** Additionally, research determined that **OAR probation completers were almost 2.5 times less likely to to be charged with future offenses.** During FY21, the highest percentage of the population fell within the following four offense categories: Assault (44%), Fraud/Larceny (13%) Narcotics (5%), Alcohol (5%), Traffic (8%) and. The remaining probation clients are convicted of a wide range of other class 1 misdemeanors or class 5 or 6 felonies. The majority of the population were white (58%), male (67%), single (85%) and were employed (60%). The average age of the population is 35 years old. Using a validated recidivism risk assessment, the program determined that the FY21 recidivism risk profile of the population was 60% low risk, 34% medium risk and 6% high risk for recidivism. According to the data from the FY15-18 program recidivism report, 34% did not have positive peer relationships, 32% had family history of domestic violence, 50% self-reported drug use in the last year, 25% self-reported alcohol problems, 30% self-reported a history of mental health issues, and 32% have difficulty meeting financial obligations. **As demonstrated by the offense and risk/need profile of the population, probation clients need supervision and intervention to address intimate partner and family relationship dysfunction, antisocial attitudes and belief systems, negative peers, and substance abuse to reduce the risk and expense of further criminal behavior.**

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	OAR- Jefferson Area Community Corrections	\$ 14,163	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p><b>Local Probation</b> receives funding from the State of Virginia (84.5%), from the localities served (14.1%), and from client fees (1.4%). The program requests local funding from all of the local jurisdictions served. Funding requests are determined by percentage of total caseload served from the locality. Currently the program is underfunded based upon caseload standards set by the American Probation and Parole Assoc.</p> <p><b>Criminal Justice Planner</b> does not receive funding from State government and is funded by the member jurisdictions (87%) and foundations/grants (13%). All jurisdictions except for Goochland County contribute funding for the position. Locality funding requests are determined by population size (2019 UVA Weldon Cooper Center) in an effort to equitably share the cost of the position.</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p><b>Local Probation</b> - Without local funding, service delivery to Fluvanna County would be impacted by the increase in caseload size. Probation officer staffing can greatly impact the success rates for the program. Reduction in the availability to meet clients in Fluvanna and attend Court Hearings are likely. A reduction in service delivery will <b>negatively impact client success rates and subsequently increase jail costs.</b> (Inmate jail bed expenditures increases for Fluvanna)</p> <p><b>Criminal Justice Planner</b> - Without local funding, service delivery to Fluvanna County would decrease. Through the planner position, localities receive research on local jail and crime trends, research and grant writing on effective public safety practices, and increased jurisdictional collaboration. Without this position, Fluvanna would <b>lose the support/expertise/analysis to make research driven evidence-based criminal justice decisions</b> ultimately leading to a less effective and more costly system.</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
<p>The <b>Criminal Justice Planner</b> for the Thomas Jefferson Area Community Criminal Justice Board (CCJB) is co-located with OAR. The Planner serves as a liaison to the nine localities represented on the CCJB. Those include the same localities that OAR serves: Charlottesville, Albemarle, Louisa, Fluvanna, Greene, Goochland, Madison, Nelson and Orange. The purpose of the CCJB and the Planner is to enable the participating localities to work together to <b>develop and support an effective and comprehensive range of services that promote public safety and offender accountability and rehabilitation.</b> The Planner coordinates the work of the Thomas Jefferson Area Community Criminal Justice Board, which supports <b>the implementation of evidence-based strategies among nine participating jurisdictions.</b> The Planner provides the Board with jurisdictional and regional-level data, identifies primary cost drivers, and recommends evidence-based approaches to enhance public safety regionally and in each jurisdiction specifically. The long term goal is to develop a comprehensive system to analyze and promote programs and services that enhance public safety, offender accountability, rehabilitation, better informed decision making, better use of resources, and more effective remedial efforts. The Planner works to address jail overcrowding through effective data management and analysis, probation violation reduction, reduction in pretrial defendants held in jail, and <b>strategies for addressing cost savings and recidivism reduction.</b></p>				



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Piedmont Housing Alliance	\$ 3,000	\$ -	\$ -
<b>Address:</b>	682 Berkmar Circle, Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:smathon@piedmonthousing.org">smathon@piedmonthousing.org</a>	
<b>Contact:</b>	Sunshine Mathon, Executive Director	<b>Contact Phone:</b>	434-817-0661	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Comprehensive Housing Counseling and Asset-Building Services	\$ 3,000	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Offering housing counseling, financial education, and asset building services to low-income households has been at the heart of Piedmont Housing Alliance's work for almost four decades. Through these services, Piedmont Housing has assisted over 1,030 individuals and families buy a home, and helped thousands more improve and building their financial skills and work toward their housing goals. Whether to improve their housing stability, build/repair credit, prepare for first-time home ownership, or keep a home in the face of foreclosures, clients come to Piedmont Housing as a trusted partner in the region. We request support from Fluvanna County to serve local residents seeking to build and improve their financial skills and make progress on their housing goals. Through our housing counseling and asset-building services last year (FY21, July 2020 –June 2021):</p> <ul style="list-style-type: none"> <li>• 22 Fluvanna County residents met with a Piedmont Housing counselor for one-on-one counseling; of the total 22, 18 residents received pre-purchase counseling, two were counseled on default/foreclosure, one on homeowner services, and one on rental housing.</li> <li>• 16 Fluvanna community members participated in our financial and housing group education workshops.</li> <li>• 13 community members purchased homes in Fluvanna County, 12 using our low-interest mortgage allocation and down payment loan program.</li> </ul>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	Piedmont Housing Alliance	\$ 3,000	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p>The funding sources for Piedmont Housing Alliance's comprehensive housing counseling and asset-building services include: U.S Department of Housing and Urban Development, Virginia Housing (formerly VHDA), City of Charlottesville, Albemarle County, Fluvanna County, Louisa County, foundation grants, corporate grants, and individual donations.</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>Piedmont Housing Alliance relies on a broad range of support from local, state, federal, and private sources to fund its services to the regional community. Several of these sources have reduced their available funding. As a result, funding from Fluvanna County is more important than ever, and will enable us to continue to provide important financial and housing counseling services to meet the strong demand from Fluvanna County residents for assistance in purchasing homes, saving their homes from foreclosure, and successfully managing their family finances to afford housing along with other basic needs. Without local funding, we would face limitations on our ability to provide the services and financing that support housing stability, asset-building, and home ownership.</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
Empty space for additional information				

# FY23 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Piedmont Virginia Community College	\$ -	\$ 7,419	\$ -
<b>Address:</b>	501 College Drive, Charlottesville, VA 22902	<b>Contact E-mail:</b>	<a href="mailto:bcopeland@pvcc.edu">bcopeland@pvcc.edu</a>	
<b>Contact:</b>	Dr. Benjamin Copeland	<b>Contact Phone:</b>	(434) 961-5207	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Operating Funds Budget		\$ 7,419	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>** Local funds operating budget supports program expenses that are not paid for by the state funds. These include site work expenses, student support activities, informational services, and learning initiatives designed to improve access to citizens in our service delivery area. Local funds are budgeted separate from state funds, and the plan for the expenditure of local funds is subject to the review and approval of the PVCC College Board, which is appointed by the local governments.</p>				
<p>** Funds help to moderate the cost of attending PVCC for area residents because student fees and auxiliary charges would otherwise need to be increased to raise necessary revenue.</p>				
<p>** Amount requested from each locality is proportional to its respective share of enrollment. Fluvanna County currently accounts for 12% of PVCC's service region credit enrollment. Relative to other colleges in the Virginia Community College (VCCS), PVCC ranks slightly below average for all Virginia community colleges in the local appropriation it receives per full-time equivalent (FTE) student.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Piedmont Virginia Community College	\$ -	\$ 7,419	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
PVCC receives funding from the localities served by the college. For FY23, locality requests are as follows: Albemarle County - \$24,757 City of Charlottesville - \$13,040 Greene County - \$6,282 Louisa County - \$6,189 Nelson County - \$2,108 Buckingham County - \$1,230				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
** Local funds help to moderate the cost of attending PVCC for area residents, because student fees and auxiliary charges would otherwise need to be increased to raise the necessary revenue. A reduction in local government funding for operations, however modest, would result in reduced services to students, increased charges to student, or a combination of the two.				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
If you need additional information, please do not hesitate to contact me. Dr. Benjamin Copeland, Vice President for Finance & Administrative Services Piedmont Virginia Community College				



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Region Ten Community Services Board	\$ 131,794	\$ -	\$ -
<b>Address:</b>	500 Old Lynchburg Road, Charlottesville, VA 22903	<b>Contact E-mail:</b>	<a href="mailto:Kathy.Williams@regionten.org">Kathy.Williams@regionten.org</a>	
<b>Contact:</b>	Kathy Williams, Senior Director of Administrative Services	<b>Contact Phone:</b>	434-972-1816	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Comprehensive Services	\$ 131,794	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>Region Ten's system of mental health, intellectual disabilities and substance use disorders treatment and prevention services provides a continuum of services which enables persons to remain in their home communities and receive treatment in the least restrictive environment. The core services provided by Region Ten include: outpatient, case management, emergency, day support, residential, prevention and early intervention. Funds received from Fluvanna County in conjunction with funds from State, Federal Block Grants and Fees (mostly Medicaid) are blended and braided to provide the necessary supports to assure that both the quality and quantity of services exist to meet the needs of persons needing services in your community.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	Region Ten Community Services Board	\$ 131,794	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
State Department of Behavioral Health and Developmental Services, the localities of Albemarle, Charlottesville, Greene, Louisa, and Nelson, and the Department of Medical Assistance (DMAS) are the primary sources of funding.				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
Due to the complex funding mix that support the wide array of services provided we would need to restructure our deployment of services to give priority to grants and jurisdictions where funding is provided to proportionate to expenses incurred by Region Ten.				
<b>Section 6 - ADDITIONAL INFORMATION</b>				

**REGION TEN COMMUNITY SERVICES BOARD**  
**FY23 Local Shares Report**  
**FY21 Services By Locality**

		Total	Albemarle	Charlottesville	Fluvanna	Greene	Louisa	Nelson
24 Hour Emergency	UNITS	12,216	3,913	2,977	618	735	3,326	647
	CLIENTS	1,818	602	577	143	125	252	119
	COST	2,161,863	732,534	622,633	126,014	123,328	449,312	108,042
O/P Case Mgmt.	UNITS	135,105	31,431	43,855	10,630	7,876	25,059	16,254
	CLIENTS	5,795	1,449	1,472	641	569	1,089	575
	COST	22,239,308	5,022,289	6,381,007	1,796,061	1,279,490	4,385,581	3,374,880
Day Support	UNITS	90,812	6,802	20,666	168	44	13,741	49,391
	CLIENTS	460	102	203	20	25	35	75
	COST	2,112,718	250,014	721,239	10,395	4,006	320,502	806,562
Residential - Beds	UNITS	478,122	102,863	329,750	1,988	3,052	20,734	19,735
	CLIENTS	348	96	136	11	14	13	78
	COST	9,399,531	1,729,060	4,575,111	21,429	238,245	298,891	2,536,795
Residential - Hours	UNITS	35,095	5,959	26,798	172	18	2,105	43
	CLIENTS	196	37	124	4	4	18	9
	COST	3,336,437	718,776	2,198,672	38,785		371,130	9,074
Prevention	UNITS	11,037	6,766	3,359	264	168	336	144
	CLIENTS	7,270	3,053	1,454	800	509	1,018	436
	COST	645,140	270,923	129,028	70,992	45,169	90,337	38,691
Mohr Center	UNITS	3,835	1,000	1,838	102	379	486	30
	CLIENTS	46	11	24	1	5	4	1
	COST	771,938	200,098	368,988	18,358	75,266	105,556	3,672
City Drug Treatment	UNITS	9,125	2,775	3,935	921	483	675	336
	CLIENTS	386	127	176	22	16	32	13
	COST	620,708	183,863	280,731	60,371	34,373	39,247	22,123
Grand Total:	UNITS	775,347	161,509	433,178	14,863	12,755	66,462	86,580
	CLIENTS	16,319	5,477	4,166	1,642	1,267	2,461	1,306
	COST	41,287,643	9,107,557	15,277,409	2,142,405	1,799,877	6,060,556	6,899,839
Albemarle/Chv. Prg Adjustment			(383,961)	(649,719)				
		<b>TOTAL</b>	<b>ALB</b>	<b>CHV</b>	<b>FLUV</b>	<b>GREENE</b>	<b>LOUISA</b>	<b>NELSON</b>
Net Value of Services for 2023 formula		40,253,963	8,723,596	14,627,690	2,142,405	1,799,877	6,060,556	6,899,839
<b>PERCENT SERVICES FOR 2023 FORMULA</b>		100%	21.7%	36.3%	5.3%	4.5%	15.1%	17.1%
POPULATION (WELDON COOPER STATE 2020 POPULATION ES)		259,120	112,395	46,553	27,249	20,552	37,596	14,775
		100%	43.4%	18.0%	10.5%	7.9%	14.5%	5.7%
<b>FY2023 FORMULA PERCENT SHARES</b>		100%	32.5%	27.2%	7.9%	6.2%	14.8%	11.4%
FY2023 FORMULA PERCENT SHARES		1,664,254	541,274	451,881	131,794	103,207	246,018	190,081
FY2021 Actual Local Appropriation		1,632,187	573,612	587,977	129,000	106,012	135,000	100,586
FY2023 REQUESTED INCREASE		32,068	(32,338)	(136,096)	2,794	(2,805)	111,018	89,495
HOLD HARMLESS SHARE		171,239	32,338	136,096	-	2,805	-	-
FY23 ADJUSTED REQUEST		1,835,494	573,612	587,977	131,794	106,012	246,018	190,081
% change from prior year appropriation		12.5%	0.0%	0.0%	2.2%	0.0%	82.2%	89.0%
\$ change from prior year appropriation		203,307	-	-	2,794	-	111,018	89,495
<b>Return on Investment</b>		<b>22:1</b>	<b>15:1</b>	<b>25:1</b>	<b>16:1</b>	<b>17:1</b>	<b>25:1</b>	<b>36:1</b>



# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Rivanna Conservation Alliance	\$ 5,000	\$ -	\$ -
<b>Address:</b>	1150 River Road, Suite 1, Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:exec@rivannariver.org">exec@rivannariver.org</a>	
<b>Contact:</b>	Lisa Wittenborn, Executive Director	<b>Contact Phone:</b>	434-977-4837	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Water Quality Monitoring Program	\$ 5,000	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>RCA coordinates volunteer water quality monitoring programs throughout the Rivanna River Watershed, including in Fluvanna County. RCA is the only nonprofit in Virginia certified at the highest level of data quality (Level III) by the VA Department of Environmental Quality (VADEQ) for both bacteria and benthic macroinvertebrate monitoring. RCA (formerly as StreamWatch) has conducted benthic monitoring since 2003 and currently samples 50 representative sites twice annually throughout the Rivanna River Watershed. Twelve of these sites are in Fluvanna County. RCA has monitored E. coli bacteria levels since 2012 and currently samples 18 long-term sites either monthly or weekly. RCA reports bacteria levels to the public to help protect the health of recreational river users. Two of RCA's bacteria sites are located at the Palmyra and Crofton boat launches. In FY23, RCA intends to sample bacteria levels at Palmyra on a weekly rather than monthly basis and to continue expanding the collection of chemical data at sites along the mainstem of the Rivanna River.</p> <p>RCA generates a significant amount of useful data for a minimal investment of resources by integrating trained volunteers into the monitoring program. Many volunteers come from Fluvanna County and receive advanced training in monitoring and laboratory techniques. RCA's data are equivalent in quality to data collected by VADEQ and are used by localities, the public, community partners, VADEQ, and USEPA for many essential water quality tracking, decision-making, and problem-solving functions.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	Rivanna Conservation Alliance	\$ 5,000	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p>The Rivanna Conservation Alliance has nine formal partners and a Science Advisory Committee to assist the organization with the Water Quality Monitoring Program: the Counties of Fluvanna, Albemarle, and Greene; the City of Charlottesville; the Rivanna River Basin Commission; the Rivanna Water and Sewer Authority; The Nature Conservancy; the Thomas Jefferson Soil and Water Conservation District; the Thomas Jefferson Planning District Commission; and the University of Virginia.</p> <p>The City of Charlottesville, the Counties of Albemarle and Fluvanna, Rivanna Water and Sewer Authority, the Virginia Environmental Endowment, and a private foundation all support the program financially. Other partners provide significant in-kind contributions and technical support.</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>Consistent funding is essential to the viability of this program and the important service it provides to Fluvanna County, the public, and other partners. A reduction in funding would require RCA to cut back the number and frequency of sites monitored and the communication of collected data to those who need it. The amount of important information flowing to the localities, community partners, and the public would be reduced. Data would be lacking for watershed cleanup plans. Our community’s long-term stream health dataset would be disrupted at a time that it is becoming even more important to track environmental changes. Also, the public would lack information about dangerous E. coli levels at swimming areas in the Rivanna River.</p> <p>RCA’s request of \$5,000 represents approximately 4% of the monitoring budget for FY 2023. Fluvanna County's FY22 contribution of \$1,750 represents about 1% of the FY 2022 monitoring budget. In contrast, 20% of RCA’s monitoring effort is directed to Fluvanna County sampling sites. A lack of funding by Fluvanna County could potentially compromise RCA’s ability to continue providing water quality data to Fluvanna County, the Rivanna Watershed community, VADEQ, and the public.</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
<p>RCA’s Water Quality Monitoring Program is managed by a full-time professional staff scientist. They work in close collaboration with VADEQ and RCA’s Board of Directors and Science Advisory Committee to ensure that data collection, analysis, interpretation, and reporting is sound, rigorous and meets the scientific standards. RCA’s Benthic and Bacteria Monitoring Programs maintain Quality Assurance Project Plans, approved by VADEQ. Twice per year, staff members from VADEQ verify the quality of RCA’s sampling protocols and lab identification. The RCA Science Advisory Committee and local partners review the data, sites, and procedures as needed, and VADEQ reviews the database annually.</p>				

# FY23 NON-PROFIT AGENCY FUNDING REQUEST

## Fluvanna County

Section 1 - AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
<b>Agency:</b>	Sexual Assault Resource Agency	\$ 1,500	\$ -	\$ -
<b>Address:</b>	335 Greenbrier Drive, Suite 102, Charlottesville, VA 22901	<b>Contact E-mail:</b>	<a href="mailto:bass@saracville.org">bass@saracville.org</a>	
<b>Contact:</b>	Bass Wolf, Director of Outreach and Philanthropy	<b>Contact Phone:</b>	(434) 295-7273	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY23 Prog Rqst	FY23 COAD	FY23 BOS
<b>Program 1:</b>	Survivor Services: advocacy, therapy, and crisis intervention	\$ 1,500	\$ -	\$ -
<b>Program 2:</b>			\$ -	\$ -
<b>Program 3:</b>			\$ -	\$ -
<b>Program 4:</b>			\$ -	\$ -
<b>Program 5:</b>			\$ -	\$ -
<b>Program 6:</b>			\$ -	\$ -
<b>Program 7:</b>			\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u> )				
<p>The Sexual Assault Resource Agency (SARA) offers prevention education, community outreach, and services to survivors such as therapy and case management. This grant would support SARA's community outreach and survivor services to Fluvanna County. SARA's client service work in Fluvanna County looks vastly different than our work in Charlottesville and Albemarle. When we accompany clients to medical appointments or court appearances, Fluvanna clients are navigating greater barriers than more urban clients such as transportation, childcare, safe and affordable housing, healthcare, mental health care, etc. In other words, our clients in rural areas are more likely to live in or near poverty. SARA Advocates connect survivors with service providers to support these needs, helps navigate the systems at play, and offers around the clock crisis support through our hotline. Over the course of the pandemic, the agency is responding to increased needs of survivors as more individuals are experiencing sexual violence while struggling to survive the hardships brought on by the pandemic (i.e. housing, employment, illness, schooling, childcare, etc.). In FY21, SARA provided services to 13 residents of Fluvanna County including 3 children. These individuals received 175 hours of services including 126 sessions of counseling, 39 sessions of licensed therapy, 21 crisis interventions, 8 accompaniments to civil/criminal proceedings, and case management.</p>				

AGENCY INFORMATION		FY23 Total Rqst	FY23 COAD	FY23 BOS
Agency:	Sexual Assault Resource Agency	\$ 1,500	\$ -	\$ -
<b>Section 4 - OTHER FUNDING SOURCES</b> (Please list any other source(s) of funding for the program(s).)				
<p>SARA received partial funding for the Rural Advocate through the DCJS Sexual Assault Services Program \$24,995, which can only be used toward salary. The Victim Services and Grant Program also funds a portion of crisis services and client services at \$460,000 and requires an 8% (\$36,800) match of community support including local grants and individual giving. Local grants support services to those counties, which unrestricted individual giving is dispersed throughout programs and match requirements.</p>				
<b>Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY</b> (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<p>The agency will add the requested amount to our fundraising goal.</p>				
<b>Section 6 - ADDITIONAL INFORMATION</b>				
<p>Two quotes from Fluvanna County clients: 1) SARA is an invaluable and unmissable resource, for which I'm eternally grateful. I can't say enough, how much my time in therapy with SARA means to me, and how important it has been and continues to be in my growth, and my ability to be loving towards others. 2) The support and therapy that I've received saved my life. SARA is helping me learn about trauma and its effects, learn tools to help me cope, provides a safe place for me to talk, and hopefully learn how to move forward so I can fully function again.</p>				