



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
May 3, 2023 at 5:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 – ADOPTION OF AGENDA

4 – COUNTY ADMINISTRATOR’S REPORT

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

7 – ACTION MATTERS

- A Proclaiming May 2023 Older Americans Month – Marta M. Keane, Chief Executive Officer JABA
- B Public Service Recognition Week – Kelly Harris, Assistant County Administrator
- C Resolution of Support for Opioid Abatement Authority Grant Application – Kelly Harris, Assistant County Administrator

7A – APPOINTMENTS

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

- D Removal of Illegal Signs from the VDOT Right of Way – Eric Dahl, County Administrator

9 – CONSENT AGENDA

- E Minutes of April 19, 2023 – Caitlin Solis, Clerk to the Board
- F Fluvanna-Greene Inter-Governmental Cost Sharing Agreement – Eric Dahl, County Administrator
- G Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by Fluvanna County – Eric Dahl, County Administrator
- H Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by the Fork Union Sanitary District – Eric Dahl, County Administrator
- I Dewberry Engineers Inc. – Project Agreement 19 – Tori Melton, Director of Finance
- J R. K. Chevrolet Vehicle Purchase Agreement – Tori Melton, Director of Finance
- K Job Description Updates for the EMT Basic Life Support (BLS) and EMT Advanced Life Support (ALS) – Donna Snow, Director of Human Resources
- L New Job Description - Information Technology Systems Engineer – Director of Human Resources, Donna Snow
- M CRMF - FCHS Water Plant Pump – Don Stribling, FCPS Executive Director

10 – UNFINISHED BUSINESS

TBD

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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 is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Proclaiming May 2023 Older Americans Month				
MOTION(s):	I move the Board of Supervisors proclaim May 2023 Older Americans Month.				
BOS 2 YEAR GOAL?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Marta M. Keane, Chief Executive Officer, JABA (Jefferson Area Board for Aging)				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>“When Older Americans Month was established in 1963, only 17 million living Americans had reached their 65th birthday. About a third of older Americans lived in poverty and there were few programs to meet their needs. Interest in older Americans and their concerns was growing. A meeting in April 1963 between President John F. Kennedy and members of the National Council of Senior Citizens led to designating May as “Senior Citizens Month,” the prelude to “Older Americans Month.”</p> <p>Historically, Older Americans Month has been a time to acknowledge the contributions of past and current older persons to our country, in particular those who defended our country. Every President since Kennedy has issued a formal proclamation during or before the month of May asking that the entire nation pay tribute in some way to older persons in their communities. Older Americans Month is celebrated across the country through ceremonies, events, fairs, and other such activities.” – <i>from the Older Americans Month website</i></p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Proclamation, “Proclaiming May 2023 Older Americans Month.”				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 03 - 2023

PROCLAIMING MAY 2023 OLDER AMERICANS MONTH

WHEREAS, Fluvanna County includes a growing number of older Americans, currently 20.7 percent of the population, who contribute their time, wisdom, and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, the theme of Older Americans' Month is "Aging Unbound", recognizing the importance of:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity; and

WHEREAS, Fluvanna County recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors, does hereby proclaim May 2023 to be Older Americans Month. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Passed and adopted this 3rd day of May, 2023.

Mozell H. Booker
Chair, Board of Supervisors

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

TAB B

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Public Service Recognition Week				
MOTION(s):	I move the Fluvanna County Board of Supervisors proclaims May 7 – 13, 2023 as Public Service Recognition Week.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Harris, Assistant County Administrator				
RECOMMENDATION:	Adopt				
TIMING:	Routine				
DISCUSSION:	<p>Celebrated the first full week in May since 1985, Public Service Recognition Week (PSRW) is a time set aside to honor those who serve our nation as federal, state, county and local government employees. Throughout the nation and the world, public servants use this occasion to educate others about the work they do and why they have chosen public service careers, as well as the many ways government services make life better for all of us.</p> <p>At the heart of Public Service Recognition Week is the opportunity to invigorate government workers by offering them the thanks they richly deserve but seldom receive. During this week-long celebration, it's important to honor public employees and tell them their dedication and service are noticed and appreciated.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Proclamation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 04 - 2023

PUBLIC SERVICE RECOGNITION WEEK

Whereas, Americans are served every day at the federal, state, county, and city levels by public servants who do the work that keeps our nation working; and

Whereas, public employees serve in areas such as constitutional offices, administration, education, public safety, finance, public infrastructure, community planning, recreation, human services, and more; and

Whereas, day in and day out they provide the diverse services demanded by the American people of their government with efficiency, integrity, and good humor; and

Whereas, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

Now therefore, the Fluvanna County Board of Supervisors does hereby announce and proclaim to all residents, that May 7 – 13, 2023 is Public Service Recognition Week in the County of Fluvanna and does hereby encourage all County residents to recognize the accomplishments and contributions of the employees of the County of Fluvanna.

Passed and adopted this 3rd day of May, 2023.

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors

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

TAB C

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Resolution of Support for Opioid Abatement Authority Grant Application				
MOTION(s):	I move the Board of Supervisors adopt “A Resolution In Support Of A Grant Application To The Opioid Abatement Authority To Fund Opioid Abatement Programming” on behalf of the Region Ten Community Services Board.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Harris, Assistant County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Region Ten is seeking grant funding through the Virginia Opioid Abatement Authority in order to expand opioid abatement programming in its service area. They seek a letter of support from each of its member jurisdictions in the hopes of increasing the chances of winning an award in the amount of \$1,711,325. No local funds are requested in this proposal.				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> • Region Ten Letter • Draft Resolution 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

regionten

innovative services for mental health, developmental
disabilities and substance use disorders

a better life, a better community

March 23, 2023

Dear Fluvanna County Administrators,

The following letter discusses potential partnership opportunities through the grant application process with the Opioid Abatement Authority (OAA). There are several priorities outlined below that the state-wide funds could support through the application that opened in January and will end on May 5. Of note, these funds through the OAA are separate from the individual city/county funds that have already started to be disbursed.

Region Ten would like to put together an OAA proposal that seeks to partner with the localities it serves to advance our substance use and co-occurring disorders services. In the Fluvanna County, **58 percent of the adult client population served by Region Ten has diagnosis of a Substance Use Disorder**, which meets the OAA definition of “using opioids or at risk of using opioids.”

Albemarle County has agreed to be fiscal agent and apply for OAA funding on Region Ten’s behalf. **Would Fluvanna County be willing to sign off on a cooperative agreement and be included in the proposal to support the following three priorities connected to crisis response and community outreach?**

1. Crisis Response

The Goal: To provide the appropriate level of assessment and support to people who are experiencing a psychiatric emergency while diverting from involuntary inpatient hospitalization where appropriate.

The Program: 23-hour bed program

The Service: 23-hour beds are defined as a period of up to 23 hours during which assessment and stabilization services are provided at less than an acute level of care. These are generally indicated for those situations where a person appears to be at risk for harm to self or others but does not clearly require admission to an inpatient setting. This level of care offers an opportunity for re-assessment and the gathering of additional data which may support the appropriateness of admission to a non-inpatient setting.

The Outcome: decrease in overall hospitalizations and improvement in community connection to resources and supports.

2. CITAC Expansion

The Goal: To provide support, assessment, and response to people who are experiencing a psychiatric emergency in a respectful, confidential setting.

The Program: The Region Ten CITAC provides people in crisis an environment outside of the criminal justice system for proper intervention, assessment, and care. The program accepts transfers of Emergency Custody Orders (ECOs) based on CITAC capacity and appropriate referral parameters.



innovative services for mental health, developmental
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a better life, a better community

The Service: Emergency assessment for psychiatric hospitalization and law enforcement transfer of custody for people who are under an emergency custody order and in need of an assessment for inpatient psychiatric hospitalization.

The Outcome: Decreased reliance on law enforcement, diversion from hospitalization and incarceration for people experiencing a psychiatric emergency. Increased connection to services and supports.

3. Community Outreach

The Goal: To provide community outreach and support through responding to people in the community at the right time, in the right setting, with behavioral health expertise to support, engage and link to appropriate longer-term services.

The Program: Initially, the team will work as part of the day program at Blue Ridge Center in Charlottesville. With funding and staff, there will be an identified outreach team for each locality.

The Service: Community response to a local incident, episodic support for disconnected individuals who are not functioning well in the community, outreach to consumers who would benefit from a high touch team to engage in services.

The Outcome: Increased connection to ongoing services that support community tenure.

The cost associated with these initiatives is primarily connected to personnel and totals \$1,363,961. Region Ten currently has the infrastructure in place to build out the proposed programming so any additional funds through the OAA would be expanding, not supplanting, existing frameworks.

Region Ten will be putting the application together for your review and signature, so please let us know by April 12, 2023 how you would like to proceed. Please feel free to reach out to me directly with any questions.

Warmest Regards,

A handwritten signature in black ink that reads "Lisa M. Beitz".

Lisa M. Beitz, DSW, LCSW
Executive Director
Region Ten Community Services Board
Cell: (804) 245-4813
Office: (434) 972-1800
Email: Lisa.beitz@regionten.org



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 15-2023

**A RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO THE
 OPIOID ABATEMENT AUTHORITY TO FUND
 OPIOID ABATEMENT PROGRAMMING**

WHEREAS, the Commonwealth of Virginia established in 2021 the Opioid Abatement Authority (OAA) to allocate and use proceeds from opioid-related settlements in the form of grants; and

WHEREAS, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

WHEREAS, in November 2021 the County of Fluvanna signed a Memorandum of Understanding with the OAA in order to be included in allocations from the opioid-related settlements; and

WHEREAS, the OAA operates a financial assistance program to support certain cooperative partnerships of cities and/or counties in Virginia that implement regional efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids; and

WHEREAS, the Region Ten Community Services Board serves residents in the counties of Fluvanna, Albemarle, Greene, Louisa, and Nelson, and the City of Charlottesville; and

WHEREAS, the localities served by the Region Ten Community Services Board have committed to working together to develop and jointly submit an application for regional cooperative partnership funding from the OAA; and

WHEREAS, the Region Ten Community Services Board has drafted a proposal and seeks a total of \$1,711,325 in grant funding;

WHEREAS, the OAA will accept applications for fiscal year 2024 proposals until May 5, 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors does hereby lend its support of an application to the Virginia Opioid Abatement Authority in order to create and expand programming for the abatement of opioid substance abuse.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 3rd day of May 2023.

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

Attest:

 Mozell H. Booker, Chair
 Fluvanna County Board of Supervisors

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

TAB D

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Removal of Illegal Signs from the VDOT Right of Way				
MOTION(s):	N/A				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The board wanted to see what options were available to eliminate and/or impose penalties for temporary signs in the VDOT Right of Way or along Fluvanna roadways. • After speaking with VDOT, they will allow levying a \$100 Civil Penalty for signs on the right of way, if an agreement "For Enforcement Of Laws Regarding Illegal Signs And Advertising Within The Limits Of The Highway" is entered between VDOT and the local government. 				
FISCAL IMPACT:	None.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - VDOT Removal of Illegal Signs on Right-of-Way Memorandum - An Ordinance To Amend Chapter 22 Of The Fluvanna County Code In Sec. 22-15-2(2) And Sec. 22-22-1 Regarding Time Limitations For Certain Temporary Signs - Article 15. - Sign Regulations - Article 22. - Definitions 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X

VIRGINIA DEPARTMENT OF TRANSPORTATION

OFFICE OF LAND USE

INSTRUCTIONAL AND INFORMATIONAL MEMORANDUM

GENERAL SUBJECT: Outdoor Advertising Control	NUMBER: IIM-LU-400
SPECIFIC SUBJECT: Removal of Illegal Signs on Right-of-Way	DATE: June 29, 2020
	SUPERSEDES: N/A
APPROVED:	Robert W. Hofrichter Director, Office of Land Use Approved <u>June 29, 2020</u>

EFFECTIVE DATE

This memorandum applies to all actions dealing with the control of illegal signs on highway right-of-way on or after **July 1, 2020**.

PURPOSE/SCOPE/REQUIREMENTS

Federal requirements based upon the Highway Beautification Act and [§33.2-1224](#) of the Code of Virginia prohibit the placement of advertising on highway right-of-way. Enforcement of this prohibition should be conducted as set out below.

While these procedures allow Resident Engineers/Residency Administrators some discretion with regards to activities based upon manpower availability, especially with levying civil penalties, it is imperative that all actions taken to enforce the prohibition on advertising within the right-of-way be applied fairly and consistently.

If assistance is needed in interpreting the requirements and procedures, please contact the regional outdoor advertising control agent of the Office of Land Use's Outdoor Advertising Control Section in whose territory the illegal advertisement is found.

PROCEDURES

1. Removing illegal signs in the right of way

- Non-permitted signs within the right of way are illegal and considered a public and private nuisance.
- When a sign is found within the right of way it may be removed without giving written notice to the sign owner.
- Signs that pose a safety hazard shall be removed immediately.
- The right of way should be verified prior to sign removal.
- If a sign owner becomes confrontational with a VDOT employee, the State Police or local law enforcement should be contacted.
- Storage of the signs is not required under the statute but may be permitted by the Resident Engineer/Residency Administrator for up to 30 days.

2. Sign Removal Prioritization

- First Priority: signs that pose or contribute to a safety hazard
- Second Priority: signs that obstruct mowing operations or other VDOT work
- Third Priority: signs in areas where complaints have been received
- Fourth Priority: other signs

3. Political campaign signs

- A letter shall be sent to all political campaigns informing candidates of §33.2-1224 of the Code of Virginia. The Office of Land Use in Central Office will be responsible for notifying national, gubernatorial and senatorial election campaigns. The district will notify all congressional, state, and local election campaigns (Attachment A).
- Political candidates' mailing addresses should be obtained from the Virginia Board of Elections website. <https://www.elections.virginia.gov/casting-a-ballot/candidate-list/>
- Campaign signs are subject to removal if they are in the right of way. If a campaign sign is removed, all illegal signs along that route within the right of way shall also be removed.

4. Levying Civil Penalty for signs on the right of way

- The decision on whether to levy fines shall be up to the resident engineer/residency administrator. When levying fines, the process must be applied consistently.
- When a sign is identified, it shall be photographed on the right of way. The photo should include date and time stamp to show evidence of a violation. The person removing the sign shall document the location from which the sign was removed. Each sign on the right of way is a separate \$100 civil penalty.
- Once a sign is removed, it should be photographed in VDOT possession. Multiple signs for the same business should be included in one photo. The photo should include date & time stamp for billing purposes.
- A fiscal form (Attachment B) shall be completed to include locations of sign violations, the number of signs removed, and the advertiser and mailing address. If a person is caught placing signs on the right of way, their contact information should be obtained along with their license plate number. This information should be included on the fiscal form as they will be billed for the civil penalty. If no one is observed placing the sign on the right of way, the advertiser is billed for the civil penalty.
- The fiscal form should be signed by the employee removing the signs and shall be signed by the Residency Administrator or designee. The fiscal form shall then be sent to the District Fiscal Section along with all photo documentation.
- Fiscal will generate a bill and send a letter informing the party of the civil penalty.
- All penalties collected shall be paid to the Highway Maintenance and Operating Fund.
- The removed signs should be destroyed after sending all documentation to Fiscal Division.
- No civil penalty shall be assessed for signs removed by Adopt-A-Highway participants.
- No civil penalty shall be assessed for signs removed by mowing contractors preparing for mowing operations.
- Local governments may remove illegal signs and levy civil penalties only after securing an agreement from the Commissioner to act as an agent of VDOT for enforcing the provisions of §33.2-1224 of the Code of Virginia.
- The district may track personnel and equipment costs incurred during sign collection; however, such costs should only be billed for repeat violators. Collection costs are difficult to assign when multiple violators' signs are being removed.
- A person, firm, or corporation may appeal to the District Administrator for VDOT-levied civil penalties and/or collection costs. The appellant must provide evidence that they were improperly assessed the civil penalty or the collection costs were improperly calculated. Stating they were not aware of the law is not sufficient grounds to reverse the civil penalty.

5. Agreements with Local Governments

- Local governments may enter into agreements with the Commissioner to enforce the provisions of §33.2-1224 of the Code of Virginia.
- The local government shall pass a resolution requesting the authority to enforce §33.2-1224 of the Code of Virginia.
- The Office of Land Use in Central Office has an approved draft agreement (Attachment C) that shall be used.
- The locality-executed agreement shall be sent to the Office of Land Use in Central Office for VDOT execution. The Office of Land Use shall return the fully executed original agreement to the residency, which shall then forward it to the local government.
- Upon final execution, this agreement will allow the local government to act as an agent for the Commissioner in removing signs within the right of way, including the ability to levy penalties.

6. Adopt-a-Highway groups

- Local Adopt-a-Highway groups may be authorized to remove signs on the rights-of-way as part of their cleanup efforts.
- The adopting group cannot single out signs for removal. They must clean up all trash along their adopted route. Singling out specific signs may result in the Commissioner rescinding authorization to remove illegal signs or expulsion from the Adopt-a-Highway program.
- The Commissioner, through Maintenance Division, will provide the adopting group with a letter authorizing them to remove signs as part of their Adopt-a-Highway work (Attachment D).

NOTES

- Information on the Outdoor Advertising Control Program can be found on VDOT's external website on the [Outdoor Advertising page](#).
- Section [33.2-1224](#) of the Code of Virginia, provides the legal basis for the removal of advertising in the right-of-way.
- The [Maintenance Manual](#) contains instructions for the maintenance of the right-of-way.

ATTACHMENTS

(Attachment A – Letter for Congressional, State, and Local Election Campaigns)

Date

Re: Election Signs within State Right of Way

Dear

With the November elections nearing, VDOT is contacting all political campaigns to specifically ask for your help in making sure that campaign signs are not placed within state right of way. Section 33.2-1224 of the Code of Virginia prohibits placing signs on state right of way, including campaign signs. As a general guide, the right of way is typically the entire roadway, including sidewalks, medians, ditches and the area between utility lines or fences lining the outside edges of state roads.

Signs placed in median strips are of particular concern. Not only is it a safety hazard for campaign workers to place and remove these signs adjacent to fast-moving traffic, the signs can be a distraction for drivers and often impede their sight distance. Please know that VDOT workers are instructed to remove illegal signs from the right of way, and VDOT is a strong advocate for their safety as well. In addition, removal costs come directly out of VDOT maintenance funds, reducing resources available for taking care of a wide variety of other highway and transportation infrastructure needs.

We recognize that your campaign efforts may have been ongoing. Consequently, if you have been previously contacted by others at VDOT, please accept this message as a reminder of the importance of those earlier requests to help us keep the right of way clear of signs. If you have assisted with that effort, I thank you for your kind cooperation in that regard.

Thank you and please let me know if you have any questions regarding this request.

Sincerely,

(Attachment B – Illegal Signs Civil Penalty Fiscal Form)

Date sign(s) removed: _____

Number of signs removed for this company: _____

Route _____ County _____

Total civil penalties being levied _____

Company/ Owner _____

Address _____

City _____ State _____ Zip _____

Telephone number _____

Comments _____

Name of person removing sign(s) _____

Signature of person removing sign(s) _____

Date _____

Residency Administrators signature _____

Date _____

Attach photos of the signs in the right of way prior to removal, with the total number of signs removed in one photo.

(Attachment C Agreement)

AGREEMENT BETWEEN
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF SUPERVISORS
OF
_____ COUNTY, VIRGINIA
FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND ADVERTISING WITHIN THE LIMITS OF
THE HIGHWAY

THIS AGREEMENT is made this ____ day of _____, 20__, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the County of _____, Virginia, acting by and through its Board of Supervisors (Board).

WITNESSETH:

WHEREAS, pursuant to Title 33.2, Chapter 12, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of _____ County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County, in general; and

WHEREAS, the Board has found that the proliferation of signs and advertising in the rights-of-way of highways in _____ County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways; and

WHEREAS, by an appropriate resolution adopted by the Board at its meeting on _____, and attached hereto as Exhibit A, the Board expressed its desire and agreement to enter into an agreement with the Commissioner to enforce the provisions of § 33.2-1224 of the *Code of Virginia* (1950), as amended, and to collect the penalties and costs provided therein and has authorized execution of said agreement by a County representative; and

WHEREAS, the Commissioner desires the Board's assistance in removing signs and advertising from the VDOT-maintained highways in _____ County.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. The Commissioner hereby authorizes the Board to act as the Commissioner's agent for the purposes of removing any signs or advertising located within the VDOT-maintained rights-of-way, in violation of §33.2-1224 of the *Code*; and

- 2. The Commissioner further authorizes the Board to act as the Commissioner’s agent for the purposes of collecting the penalties and costs from the person, firm, or corporation responsible for signs or advertising located within the VDOT-maintained rights-of-way in violation of and as provided for in §33.2-1224 of the *Code*; and
- 3. The Board may authorize local law-enforcement agencies or other local governmental entities (“hereinafter designee(s)”) to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement; and
- 4. The Board shall be entitled to retain, in full, all sums lawfully collected by the Board or its designees as penalties and costs for removal of signs and advertising and enforcement of §33.2-1224 pursuant to this Agreement; and
- 5. The Board, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall:
 - a. Issue an invoice to the person, firm, or corporation being advertised for collection of any and all penalties and costs, as provided in §33.2-1224 of the *Code*, which shall provide that within thirty (30) days, Thirty-three (33) days if the invoice is sent by mail, the person, firm, or corporation being advertised shall either (a) remit payment of the invoice to the Board, or its designee, or (b) notify the Board or its designee in writing that the matter and/or the penalties and costs are disputed.
 - b. In the event that a person, firm or corporation disputes the matter and/or penalties and costs provided in such invoice, the Board shall be responsible for resolving the dispute in accord with all applicable laws.
- 6. The Board shall require local government employees and others who are authorized to act or perform services pursuant to this agreement to comply with the provisions of this Agreement and all applicable laws; and
- 7. This Agreement shall remain in full force and effect unless sooner terminated upon thirty (30) days’ written notice by either party to the other party; and
- 8. This Agreement may be amended at any time by the written agreement of the parties.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:

VIRGINIA DEPARTMENT OF TRANSPORTATION

_____ COUNTY, VIRGINIA

BY: _____

Commissioner’s Name

Commissioner of Highways or his designee

BY: _____

Printed Name: _____

County Administrator of _____

(Attachment D - Adopt a Highway Popsicle Signs Removal)

Date

To Whom It May Concern:

The Virginia Department of Transportation (VDOT) operates the Adopt-a-Highway Program and wholeheartedly supports its volunteers in conducting their litter pickups. By law, and as a matter of VDOT policy, the Adopt-a-Highway volunteers are authorized to clear the highway right-of-way of all prohibited signage, including what are commonly known as “Popsicle Signs.”

Section 33.2-1224 of the *Highway Laws of Virginia* states, in part, that, “Advertisements placed within the limits of the highway are hereby declared a public and private nuisance and may be forthwith removed, obliterated, or abated by the Commonwealth Transportation Commissioner or his representatives without notice.”

Adopt-a-Highway volunteers who remove such advertisements are acting as Commonwealth Transportation Commissioner’s representatives, and as such receive the Department’s full support. Any disputes or questions about this policy should be referred to VDOT personnel. You can contact the statewide Adopt-a-Highway coordinator by calling 1-800-PRIDE-VA (1-800-774-3382).

Sincerely,

Commissioner’s Name
Commonwealth Transportation Commissioner

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 22 OF THE FLUVANNA COUNTY CODE IN SEC. 22-15-2(2) AND SEC. 22-22-1 REGARDING TIME LIMITATIONS FOR CERTAIN TEMPORARY SIGNS

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended, in Section 22-15-2 and Section 22-22-1, as follows:

Sec. 22-15-2. - General provisions.

.....

- (2) Exempt Signs. Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in [Section 22-22-1](#) of this Code, shall be posted a reasonable time before, ~~but in no event greater than sixty (60) days~~ prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in [Section 22-22-1](#), are exempt from the sign permit requirements in all zoning districts:

[22-22-1—Definitions]

Sign, political : A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government.

(Ord. 10-18-00; Ord. 12-16-15)

.....

Sign, temporary : A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, ~~but in no event greater than sixty (60) days~~ prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code.

(Ord. 12-16-15)

ARTICLE 15. - SIGN REGULATIONS

Sec. 22-15-1. - Statement of intent.

The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the County, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, to minimize possible adverse effects of signs on nearby public and private property, to preserve natural beauty, to protect the environment from litter and refuse, including abandoned signs, to identify, direct and provide necessary information efficiently to motorists and pedestrians, to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway. No sign shall be permitted erected or used in the County, except as permitted in this article.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-2. - General provisions.

- (1) Restricted Signs. The following types of signs are prohibited in all zoning districts:
- (a) Flashing signs;
 - (b) Inflatable signs;
 - (c) Moving signs;
 - (d) (Intentionally omitted);
 - (e) Pennant signs;
 - (f) Portable signs;
 - (g) Roof signs;
 - (h) Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any building, as required by law;
 - (i) Any sign which imitates or resembles any official traffic sign, signal or device, or uses the words "Stop" or "Danger" in close proximity to any public right-of-way, or interferes with any other public traffic sign;
 - (j) Signs which produce noise or any visible smoke, vapor, particles, or odor;
 - (k) Signs which advertise any activities which are illegal under state or federal law or regulations in effect at the location of such sign or at the location of such activities; and
 - (l) Signs that violate state or federal laws, whether or not identified in this ordinance as being permitted.
- (2) Exempt Signs. Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Section 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in Section 22-22-1, are exempt from the sign permit requirements in all zoning districts:
- (a) Auction signs;
 - (b) Banner signs;

- (c) Construction signs;
 - (d) Directional signs;
 - (e) Estate signs;
 - (f) Public signs;
 - (g) Real estate signs;
 - (h) Temporary sale, announcement or merchandising signs;
 - (i) Temporary signs;
 - (j) Temporary directional signs;
 - (k) Warning signs; and
 - (l) Window signs.
- (3) Illuminated Signs.
- (a) Signs may be illuminated, either internally or externally, as permitted by this ordinance, provided that the illumination is fully shielded and directed at the sign and not in a manner as to cause a traffic hazard.
 - (b) Where a permit is required, the permit shall not be issued until the location and illumination of the sign has been approved by the Zoning Administrator, or designee.
 - (c) No light from any illuminated sign shall cause direct glare onto any adjoining piece of property, right-of-way, or building other than the building to which the sign applies to.
 - (d) The copy of electronic message signs may not flash, scroll, move, or change at timed intervals of less than twenty (20) seconds.
 - (e) All electronic message signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be eight-five percent (85%) by day and fifty percent (50%) at night.
 - (f) All electronic message signs must be turned off at the close of business, unless displaying time or temperature.
- (4) Setbacks.
- (a) Signs shall be exempt from setback requirements in all zones, provided that no sign shall be located as to interfere with vehicular sight distances at intersections or to create a safety hazard.
 - (b) Signs shall not be located within any public right-of-way, unless approved by the Virginia Department of Transportation.
- (5) Sign Area.
- (a) The sign area shall be measured as the area of the sign face which includes the advertising surface and any framing, trim, or molding. Two-sided sign faces shall be counted as a single sign face.
 - (b) Area not included: the sign area shall not include any of the support structure or architectural features that are not an integral part of the sign which may consist of landscaping, building structural form complementing the site in general.
- (6) Sign Height.
- (a) The sign height shall be measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher and shall include the base and any support structure.
 - (b) Signs shall not exceed six feet (6') in height, except as otherwise permitted by this article.

(Ord. 6-16-10; Ord. 12-16-15; Ord 6-21-17)

Sec. 22-15-2.1. - Repealed.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-3. - Signs permitted.

(1) Agricultural (A-1) — The following signs shall be permitted in the A-1, Agricultural, General zoning district:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft.	4 feet
Projecting Sign	1 per establishment	9 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(2) Residential (R-1, R-2, R-4, MHP) — The following signs shall be permitted in the R-1, Residential, Limited; R-2, Residential, General; R-4, Residential, Limited; and MHP, Manufactured Home Park zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft.	4 feet
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet

- (3) Residential (R-3), Business (B-1, B-C), Planned Unit Development (PUD), and Industrial (I-1, I-2) — The following signs shall be permitted in the R-3, Residential, Planned Community; B-1, Business, General; B-C, Business, Convenience; PUD, Planned Unit Development; I-1, Industrial, Limited; and I-2, Industrial, General zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel	32 sq. ft. (freestanding) 40 sq. ft. (monument)	10 feet (freestanding) 12 feet (monument)
Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance	1.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 150 sq. ft. aggregate	10 feet (freestanding) 15 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A

Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	28 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

- (4) Zion Crossroads Urban Development Area. The following signs shall be permitted in the Zion Crossroads Urban Development Area, and supersede other sign dimensions listed in this ordinance:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel or 1 per public road frontage	36 sq. ft. (freestanding) 40 sq. ft. (monument)	20 feet (freestanding) 25 feet (monument)

Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance or 1 per public road frontage	2.5 sq. ft. of sign area for each lineal foot of building/tenant frontage - up to a maximum of 200 sq. ft. aggregate	25 feet (freestanding) 30 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A
Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	40 sq. ft.	8 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

* No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(Ord. 6-16-10; Ord. 6-21-17; Ord. 10-17-18)

Sec. 22-15-4. - Administration.

- (1) Permit Requirements. Except as otherwise provided herein, no sign shall be erected, altered, refaced or relocated unless a sign permit has been approved by the Zoning Administrator. Where there is a discrepancy between Fluvanna County and the Virginia Department of Transportation sign regulations, the more stringent shall apply. Where the Fluvanna County sign regulations do not recognize a particular type of sign, the Virginia Department of Transportation regulations shall apply.
- (2) Maintenance and Removal.

- (a) All signs shall be constructed in compliance with the Uniform Statewide Building Code, as adopted by the Virginia State Code.
- (b) All signs and components thereof shall be legible and shall be maintained in good repair and in a safe, neat, and clean condition.
- (c) The Zoning Administrator may cause to have removed or repaired immediately any sign which, in the Zoning Administrator's opinion, has become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner or lessee thereof.
- (d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within ten (10) days.
- (e) Any sign located on property, which becomes vacant and is unoccupied for a period of two (2) years or more shall be deemed abandoned. An abandoned sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner fifteen (15) days written notice to remove it. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this provision.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-4.1. - "Going out of business" and "Special" sales.

- (A) All persons must obtain a permit from the County in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word "sale" in any advertisement with the words "going out of business" or any other words which tend to insinuate that the retail business is going to be discontinued and the merchandise liquidated.
- (B) The applicant shall submit an application for a permit to the County Administrator, or his designee, which shall include the following:
 - (1) A statement of the purpose of the sale (i.e., liquidation of assets, terminating retail business);
 - (2) An inventory including the kind and quantity of all goods to be offered for sale during the sale;
 - (3) A copy of any proposed advertisements which may be posted or published in connection with the special sale; and
 - (4) A fee of \$50.00* for the processing of the permit, which shall not be refunded.
- (C) Upon receipt of the complete application and fee, the County Administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one (1) permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.
- (D) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the County in its application.
- (E) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the County. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the County may revoke the special sale permit.
- (F) The County Administrator's designee shall inspect the advertisement and conducting of the special sale to ensure it is being advertised and conducted in conformity with the permit.
- (G) Advertising or conducting a special sale without a permit, as required by this section, shall be punishable as a Class 1 misdemeanor.

(Ord. 12-16-15)

State Law reference— For state law requiring the County to oversee and permit such sales, see Code of Va., §§ 18.2-223 and 18.2-224.

***Editor's note**— The Board of Supervisors resolution of 12-16-15 approved a fee of \$50.00, previously Sec. 22-15-4.1(B)(4) had required a fee of \$65.00.

Sec. 22-15-5. - Non-conforming signs.

- (1) No nonconforming sign shall be enlarged nor be worded so as to advertise or identify any use other than that in effect at the time it became a nonconforming sign.
- (2) Signs lawfully existing on the effective date of this ordinance or prior ordinances, which do not conform to the provisions of this ordinance, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. Such signs shall not be enlarged, extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area. The burden of establishing the nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon notice from the Zoning Administrator, a property owner shall submit verification that sign(s) lawfully existed at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into conformance with the current ordinance.
- (3) Nothing in this section shall be deemed to prevent keeping in good repair a nonconforming sign; provided, however, that no nonconforming sign which has been declared by the Zoning Administrator to be unsafe because of its physical condition, as provided for in this ordinance, shall be repaired, rebuilt or restored unless such repair or restoration will result in a sign which conforms to all applicable regulations.
- (4) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform to the provisions of this article.
- (5) If a nonconforming sign is removed, the subsequent erection of a sign shall be in accordance with the provisions of this article.
- (6) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty percent (50%) of its replacement value may be restored within two (2) years after such destruction or damage but shall not be enlarged in any manner. If such sign is so destroyed or damaged to an extent exceeding fifty percent (50%), it shall not be reconstructed except for a sign, which would be in accordance with the provisions of this article.
- (7) A nonconforming sign that is changed to, or replaced by, a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this article.
- (8) A nonconforming sign shall be removed if the structure to which it is accessory is demolished or destroyed to an extent exceeding fifty percent (50%) of its appraised value.
- (9) The ownership of the sign or the property on which the sign is located shall not, in and of itself, affect the status of a non-conforming sign.
- (10) A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two (2) years. After the two (2) year period, the Zoning Administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the County's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal to the owner of the property. Nothing herein shall prevent the County from applying to the appropriate courts for an

order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.*

(Ord. 6-16-10; Ord. 12-16-15)

***State law reference**— For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

ARTICLE 22. - DEFINITIONS

Sec. 22-22-1. - Rules of construction; definitions.

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

EXCERPT OF ARTICLE 22. DEFINITIONS – RELATED TO SIGN

Sign : Any object, device, display, or structure that is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, projected images, or any combination thereof.

Sign, auction : A temporary sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed twenty (20) square feet in area.

(Ord. 12-16-15)

Sign, awning : A sign that is painted or otherwise applied on or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, or window of a building.

Sign, banner : A temporary sign, not exceeding thirty-two (32) square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year.

(Ord. 12-16-15)

Sign, business : A sign which directs attention to a product, commodity, or service available on the premises including professional offices or institutional use.

Sign, canopy : A type of wall sign that is attached to the fascia of a canopy.

Sign, construction : A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed thirty-two (32) square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy.

(Ord. 12-16-15)

Sign, directional : A sign, not to exceed four (4) square feet, providing on-premise directions for pedestrian and vehicular traffic including, but not limited to, entrance/exit signs, parking areas, loading zones, and circulation direction.

Sign, directory : A sign that lists the names, uses, or locations of the businesses or activities conducted within a building or group of buildings of a development.

Sign, electronic message : A monument sign or portion thereof in which the copy is composed of a series of lights that may be changed through electronic means. The total area of the electronic message display area for such signs shall not exceed thirty percent (30%) of the total area of the sign area permitted for that site.

Sign, estate : An on-premise sign that identifies the name, occupant, and/or street address of a private residence, property, or farm. Such signs shall not exceed nine (9) square feet.

Sign face : The area or display surface used for the message.

Sign, flashing : An illuminated sign of which all or part of the illumination is flashing or intermittent, or changing in degrees of intensity, brightness or color. Electronic message signs that meet the requirements this article and Section 22-15 shall not be considered flashing signs.

Sign, freestanding : A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Sign, home occupation : A sign containing only the name and occupation of a permitted home occupation on the premises.

Sign, illuminated : A sign, or any part of a sign, which is externally or internally illuminated or otherwise lighted from a source specifically intended for the purpose of such illumination or lighting.

Sign, inflatable : Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

Sign, monument : A sign affixed to, and made an integral part of, a structure built on grade that does not involve the use of poles as its major support.

Sign, moving : A sign, any part of which moves by means of an electrical, mechanical, or other device, or that is set in motion by wind.

Sign, nonconforming : A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

Sign, off-premise : A sign that directs attention to a business, product, service or establishment, conducted, sold or offered at a location other than the premises on which the sign is erected.

Sign, on-premise : Any sign identifying or advertising a business, person, property, activity, goods, products, or services, located on the premises where the sign is installed and maintained.

Sign, pennant : A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line, such as streamers.

Sign, political : A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government.

(Ord. 10-18-00; Ord. 12-16-15)

Sign, portable : A sign that is not permanently affixed to the ground or to a permanent structure, or a sign that can be moved to another location including, but not limited to, signs with attached wheels, signs mounted upon or applied to a trailer, or signs mounted on or applied to a vehicle that is parked and visible from the public right-of-way.

Sign, projecting : A sign, attached to and supported by a building or wall, that projects out perpendicularly from that wall more than twelve inches (12") but not more than four feet (4').

Sign, public : A sign that is erected and maintained by a federal, state, or local government agency.

Sign, real estate : A sign pertaining to the sale or lease of the premises on which the sign is located. Such signs shall not exceed nine (9) square feet.

Sign, roof : A sign that is mounted on the roof of a building or which extends above the top edge of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

Sign structure : The supports, uprights, bracing and/or framework of any structure, be it single-faced, double-faced, v-type or otherwise exhibiting a sign.

Sign, subdivision : A monument sign erected at the entrance of a residential, commercial, or industrial development that identifies the development.

Sign, temporary : A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code.

(Ord. 12-16-15)

Sign, temporary directional : A temporary sign directing individuals to the location of a special event or gathering.

(Ord. 12-16-15)

Sign, temporary sale, announcement or merchandising : Any sign denoting a sale or special product, promotion, or announcing a grand opening, new management, or similar event or activity occurring on the premises. Only one such sign shall be permitted at a time per business. Such signs shall be treated as temporary signs, as defined herein and shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. A permanently installed changeable letter panel shall not be considered a temporary sign.

(Ord. 6-21-17)

Sign, temporary subdivision advertising : A sign erected on a parcel or at the entrance to a residential, commercial, or industrial subdivision that identifies the name of the development and advertises for sale lots within the development. Such signs shall be permitted for six (6) month increments, with a letter requesting renewal from the applicant for additional six (6) month increments and to be removed upon issuance of a permit for the placement of a permanent subdivision sign.

Sign, wall : A sign mounted flat against, or painted on, the exterior wall of a building or structure and not projecting more than twelve inches (12") from the surface of the building, unless on the mansard portion of a roof.

Sign, warning : A sign located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity.

(Ord. 12-16-15)

Sign, window : A permanent or temporary sign affixed to the interior or exterior of a window or door, or within three feet (3') of the interior of the window or door; provided that the display of goods available for purchase on the premises is not a window sign. Such signs shall not exceed twenty-five percent (25%) of the total area of the window or door on which it is located.

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

TAB E

MEETING DATE:	May, 3, 2023				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors April 19, 2023 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday April 19, 2023, be adopted.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goals(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for April 19, 2023.				
REVIEWS COMPLETED:	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
April 19, 2023
Regular Meeting 7:00pm**

MEMBERS PRESENT:

Mozell Booker, Fork Union District, Chair
Patricia Eager, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District
Tony O’Brien, Rivanna District
Chris Fairchild, Cunningham District

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

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

At 7:02pm, Chair Booker called to order the Regular Meeting of April 19, 2023. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, for the April 19, 2023 Regular Meeting of the Board of Supervisors, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Daniel Mowery, Park Maintenance Worker, Parks & Recreation, Started April 10th

Celebrating Children’s Fair hosted by Fluvanna Social Services

- Open to children, parents, and caregivers
- Carysbrook Elementary School
- Saturday, April 29th from 10:00am to 12:00pm
- Free and fun activities, and giveaways

Drive-Thru Rabies Clinic

- Fluvanna High School, 1918 Thomas Jefferson Pkwy, Palmyra, VA 22963
- Saturday, APRIL 22, 2023 from 9:00am to 12:00pm
- COST: \$10.00 (cash only)
- Please remain in your vehicle. Remember to have your dogs on leashes and cats in carriers (1 cat per carrier).
- Vaccines are good for 1 Year.
- 3-Year vaccines will also be available – must bring proof of your pet’s current rabies vaccination!
- Pre-registration form should be filled out and returned prior to clinic. Pick one up at FSPCA. or go to <https://fspca.org> -OR- Scan QR Code

Easter Egg Hunt In The Park

- Parks & Recreation’s Annual Easter Egg Hunt was held on Saturday, April 8 at 10am promptly. Egg hunt lasted approximately 12 minutes with over 200 youth hunting eggs!
- We had 4 hunt zones with a total of 7,000 eggs spread out with one “Golden” egg in each zone worth an Easter basket if found.
 - Infant to 3 = 2,000 eggs
 - 4 to 6 = 2,000 eggs
 - 7 to 9 = 2,000 eggs
 - 10 to 12 = 1,000 eggs
- Special THANK YOU to the High School SGA and FUMA Interact clubs whom assisted with various aspects of the event!

Board of Supervisors Minutes
 Spotlight on Business
 Recent Ribbon Cuttings

- U-NIQUE DEE-ZINES, Jodee Jones, Owner, Main Street, Palmyra
- TOWN & COUNTRY STORAGE, Tom Schauder, Owner, South Boston Road, Palmyra

Business Advisor Office Hours

- Meet to discuss business concept, operations, concerns, marketing strategy, and funding opportunities.
- Ariel Bredder, Assistant Director and Business Advisor with SBDC Central Virginia.
- April 27, 1:00pm to 4:30pm
- Fluvanna Chamber Office, 177 Main St, Palmyra VA

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Apr 26	7:00 PM	BOS Special Meeting – TBD – Adopt FY24 Budget & CY23 Tax Rate	Performing Arts Center
Wed	May 3	5:00 PM	Regular Meeting	Performing Arts Center
Wed	May 17	7:00 PM	Regular Meeting	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 7:09pm, Chair Booker opened the first round of Public Comments.

- Perrie Johnson, 229 Pine Ln, thanked the Board for their consideration and any help they can offer the schools.
- Raghvendra Singh, thanked the Board for all they do.
- James Shoenster, 843 Jefferson Dr, spoke in favor of fully funding the schools budget request.
- Patsy Brown, 22 Mulligan Dr, spoke in support of funding mental health programs in the schools.
- James Kelly, 363 Manor Blvd, spoke in favor of fully funding the FCPS budget request.
- Christopher Kopf, 19 Ashton Rd, asked the Board who among them was not prepared to fully fund the school budget.
- Haden Parrish, 4514 Ruritan Lake Rd, spoke in favor of fully funding the schools.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 7:27pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

County Attorney Temporary Hire – Eric Dahl, County Administrator

Frederick W. Payne is retiring from the private practice of law and will not be a partner in the law firm of Payne & Hodous, L.L.P. from and after May 1, 2023. Since the County has not hired a full-time in-house County Attorney at this point and Mr. Payne is retiring from private practice, he has agreed to assist the County and be hired as a temporary County Attorney employee from May 1, 2023 to June 30, 2023, at a rate of \$3,000.00 per month. Mr. Payne will continue to provide legal counsel in an oversight capacity, attend the two Board of Supervisors meeting per month, attend the one Planning Commission meeting per month, take part in some pre and post meeting preparation and advise the Deputy and Assistant County Attorney’s with Payne & Hodous, L.L.P., d/b/a DeLoria & Hofmann LLP.

MOTION:	Approve the temporary hire of Frederick W. Payne, as an employee for the Fluvanna County Attorney position, representing the County during the Board of Supervisors and Planning Commission meetings and other meeting preparation as required, effective May 1, 2023 through June 30, 2023, at a monthly salary of \$3,000.00.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:		Second		Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Fluvanna County Deputy and Assistant County Attorney Services Agreement – Eric Dahl, County Administrator

The deputy and assistant county attorneys serve at the pleasure of the Board in accordance with an annual contract. This Agreement removes flat rate services or charges. Instead, all services shall be billed hourly at the rates below:

- DeLoria, deputy county attorney--\$328 (formerly \$275)
- Hofmann, deputy county attorney--\$300 (formerly \$230)
- Boggs, assistant county attorney--\$215 (formerly \$165)

Board of Supervisors Minutes

MOTION:	Approve the Fluvanna County Deputy and Assistant County Attorney Services Agreement for the deputy and assistant county attorney services, and the continued appointment of Donna R. DeLoria and Kristina M. Hofmann as deputy county attorneys and the continued appointment of Jeremy L. Boggs as assistant county attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Second			Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Fiscal Year 2024 Operations Budget and Tax Rates – Tori Melton, Director of Finance
 FY24 Budget Highlights

- Budget totals \$104,199,759
 - Real Estate tax rate of \$0.84 (Equalized Tax Rate \$0.775) (FY23 - \$0.870)
 - Results in a tax increase of 8.38% for the average homeowner.
 - increase in Personal Property tax rate from \$3.70 to \$4.10 (per \$100 of assessed value)
 - No change to the Business and Public Utility Personal Property tax rates (Remains at \$2.90 per \$100 of assessed value)
 - No change to the Machinery & Tools tax rate (Remains at \$1.90)
- Overall increase in total County expenditures by \$5 million, a 5.12% Increase from the FY23 amended budget
 - Largest decreases:
 - Emergency Management: \$484K (Transition from contract to County Department)
 - Largest Increases:
 - Capital Improvements Plan: \$1.6 million
 - Emergency Services: \$1.6 million (Transition from contract to County Department)
 - Schools: \$100K (\$2.2 million County Contribution increase and \$2.1 decrease from State/Federal)
 - County Operations: \$1.2 million (Multiple County Departments)
 - Enterprise Funds: \$84K
 - COLA & Health Insurance: \$887K - 7% COLA for all County staff (\$218K offset by state/fed), health insurance increase.

New Positions:

Position	Department	Notes
Included in FY2024 Adopted Budget (planned for July 2023)		
Asst. County Administrator	County Admin	Position Upgrade
Director of Utilities	Public Utilities	Position Upgrade
Park Maintenance Worker	Parks & Rec	Convert PT to FT
County Attorney	County Attorney	New FT Position
Asst. County Attorney	County Attorney	New FT Position
Paralegal/Legal Secretary	County Attorney	New FT Position
IT System Engineer	Information Tech	New PT Position
Court Deputy	Sheriff	New FT Position
HVAC Apprentice	Public Works	New FT Position
Small Business and Tourism Specialist	Economic Development	New FT Position
8 EMT ALS Provider	Emergency Services	New FT Position
8 EMT BLS Provider	Emergency Services	New FT Position
EMS Supervisor	Emergency Services	New FT Position
Chief of Fire and EMS	Emergency Services	New FT Position
EMT ALS & BLS Providers	Emergency Services	New PT Positions
Not Included in FY2024 Adopted Budget		
Carpenter	Public Works	New FT Position

After further discussion by the Board of Supervisors, amendments were made to the presented resolution. A summary of the changes are as follows:

- Increase to the real estate tax rate from \$0.844 to \$0.844 per \$100 of assessed value.
- Decrease to the personal property tax rate from \$4.15 to \$4.10 per \$100 of assessed value.

Board of Supervisors Minutes

- Reduction of the overall FY24 Budget from \$104,199,759 to \$104,186,374.

The approved resolution is attached at the end of the minutes.

MOTION:	Adopt the resolution entitled "A Resolution to Adopt the FY24 Operations Budget, Set the Tax Rates and Appropriate Funds."				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	No	No	Yes	Yes
RESULT:	3-2				

Fiscal Year 2024 – 2028 Capital Improvements Plan – Tori Melton, Director of Finance

- FY24 Capital Improvements Plan outlines expenditures that are included in the FY24 budget. FY25-28 Capital Improvements Plan items are approved as planning projects only.
- This action will allow administration and staff to plan projects and resources accordingly.

MOTION:	Adopt the resolution entitled "Adoption of the FY2024-2028 Capital Improvements Plan."				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Waiver to Administer an Existing Split Precinct for Elections in 2023 and Future Years – Eric Dahl, County Administrator

- The Code of Virginia, 24.2-307, requires the elimination of split precincts for elections held in November, 2022 and all subsequent elections. Fluvanna has one split district in the Cunningham District, near the Town of Scottsville – House Districts 55 and 56.
- This waiver must be requested yearly as long as the split precinct exists. The proposed resolution will allow the General Registrar to submit waiver requests on behalf of the Board in future years without further Board action.
- The Department of Elections requires a copy of the minutes from a Board of Supervisors meeting, in which the governing body formally requests a waiver until such a time as redistricting can be completed.

MOTION:	Adopt the resolution approving the request for "Waiver to Administer a Split Precinct" for elections held in 2023; and authorizing the General Registrar to complete the procedures, including submission of requests for waiver on behalf of the Board, required to administer the Cunningham District and Precinct as a split precinct for elections held in 2023 and thereafter; all as set forth in the resolution.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

MOTION:	Move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointments(s):				
BOARD/COMMISSION/COMMITTEE	APPOINTEES		APPT/ REAPPT	BEGINS TERM	ENDS TERM
Economic Development Authority (EDA) – At-Large Position	Jeffrey Potter		Appt	4/19/2023	6/30/2023
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

8 – PRESENTATIONS

None.

Board of Supervisors Minutes

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for April 19, 2023:

- *Minutes of April 5, 2023* – Caitlin Solis, Clerk to the Board
- *Minutes of April 12, 2023* – Caitlin Solis, Clerk to the Board
- *Accounts Payable Report for March 2023* – Tori Melton, Director of Finance
- *Magic City Vehicle Purchase Agreement* – Tori Melton, Director of Finance
- *Proclaiming April 23-29, 2023 National Crime Victims’ Rights Week* – Kelly Harris, Assistant County Administrator
- *Job Description update Communications Operations Coordinator* – Director of Human Resources, Donna Snow
- *Job Description update Director of Communication and Technology* – Director of Human Resources, Donna Snow
- *Job Description Communications Services Technician* – Director of Human Resources, Donna Snow
- *NetMotion Mobility Renewal* – Donna Allen, Purchasing Officer

MOTION:	Approve the consent agenda, for the April 19, 2023 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for March 2023, in the amount of \$ 2,791,219.77.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Second	Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

None.

11 - NEW BUSINESS

- Mr. Fairchild asked what the original cost was for the Zion Crossroads Waterline, any additional costs, and where the project costs are now. Mr. Dahl offered to bring it back at a future meeting.

12 - PUBLIC COMMENTS #2

At 8:32pm, Chair Booker opened the first round of Public Comments.

- James Kelly, 363 Manor Blvd, thanked the Board for the funding of the schools, and condemned threatening communications that had been expressed to the Board.
- Perrie Johnson, 229 Pine Ln, thanked the Board for the funding for the schools.
- Christopher Kopf, 19 Ashton Rd, reiterated previous comments and asked the Board how long they believe their inaction will be tolerated by their constituents.

With no one else wishing to speak, Chair Booker closed the first round of Public Comments at 8:37pm.

13 - CLOSED MEETING

MOTION:	At 8:37pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – Employee dismissal, and County Attorney Position.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 9:09pm, move the Fluvanna County Board of Supervisors recess the closed meeting.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:				Motion	Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, April 19, 2023 at 9:11pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Caitlin Solis
Clerk to the Board

Mozell H. Booker
Chair

DRAFT



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia

RESOLUTION No. 10-2021

**A RESOLUTION TO ADOPT THE FY24 OPERATIONS BUDGET,
 SET THE TAX RATES AND APPROPRIATE FUNDS**

WHEREAS, it is the responsibility of the Fluvanna County Board of Supervisors to approve and control the County’s fiscal plan for FY24; and,

WHEREAS, the Board of Supervisors has received numerous staff reports; received comments from residents at a duly advertised public hearing on April 12, 2023; and has reviewed each request for funding;

NOW, THEREFORE, BE IT RESOLVED by the Fluvanna County Board of Supervisors this 19th day of April 2023, that the Fluvanna County budget totaling **\$104,186,374** is adopted and the tax rates for FY24, the period July 1, 2023 through June 30, 2024, are set as given below:

COUNTY TAX RATES

Real Estate	\$0.844 per \$100 of assessed value
Mobile Homes	\$0.844 per \$100 of assessed value
Public Service Corps.	\$0.844 per \$100 of assessed value
Personal Property (Residential)	\$4.10 per \$100 of assessed value
Personal Property (Business)	\$2.90 per \$100 of assessed value
Personal Property (Public Utilities)	\$2.90 per \$100 of assessed value
Machinery & Tools	\$1.90 per \$100 of assessed value

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby budget and appropriate to the COUNTY OPERATING BUDGET the following revenues and expenditures; this appropriation is also conditioned on the understanding that, with regard to the operating budget for the School system, revenues received from the Commonwealth will be expended prior to local dollars:

GOVERNMENTAL REVENUES

Local	\$53,703,490
State	37,654,720
Federal	<u>5,112,405</u>
TOTAL	\$96,470,615

GOVERNMENTAL EXPENDITURES

General Government Administration	\$ 3,787,321
Judicial Administration	1,580,686
Public Safety	12,494,233
Public Works	3,137,639
Health and Welfare	6,816,620
Education	53,240,498
Parks and Recreation	1,253,332
Community Development	1,453,403
Non-Departmental	1,183,968
Debt Service	<u>10,050,599</u>
TOTAL	\$ 94,998,299

BE IT FURTHER RESOLVED that for budgeting and accounting purposes, the adopted budget revenues and expenditures for the Capital Improvements fund are set as follows:

Capital Fund Revenues*	
Local Use of General Fund Balance	\$ 3,648,123
Grants	1,825,535
Proceeds from Indebtedness	<u>0</u>
TOTAL	\$ 5,473,658
Capital Fund Expenditures	
Governmental	\$ 75,000
Community Services	173,500
Public Works	2,173,658
Public Safety	2,021,500
Schools	<u>1,480,000</u>
TOTAL	\$ 5,923,658

*Capital fund revenues are supplemented by transfers from the General Fund.

FINALLY BE IT RESOLVED that for budgeting and accounting purposes the adopted budget revenues and expenditures for the Enterprise funds are set as follows:

	Expenditures	Revenues
School Food Service	\$1,676,898	\$1,676,898
Fork Union Sanitary District	399,421	399,421
Palmyra Sewer*	223,059	20,000
Zion Crossroads Water and Sewer*	965,039	145,782
TOTAL	\$3,264,417	\$2,242,101

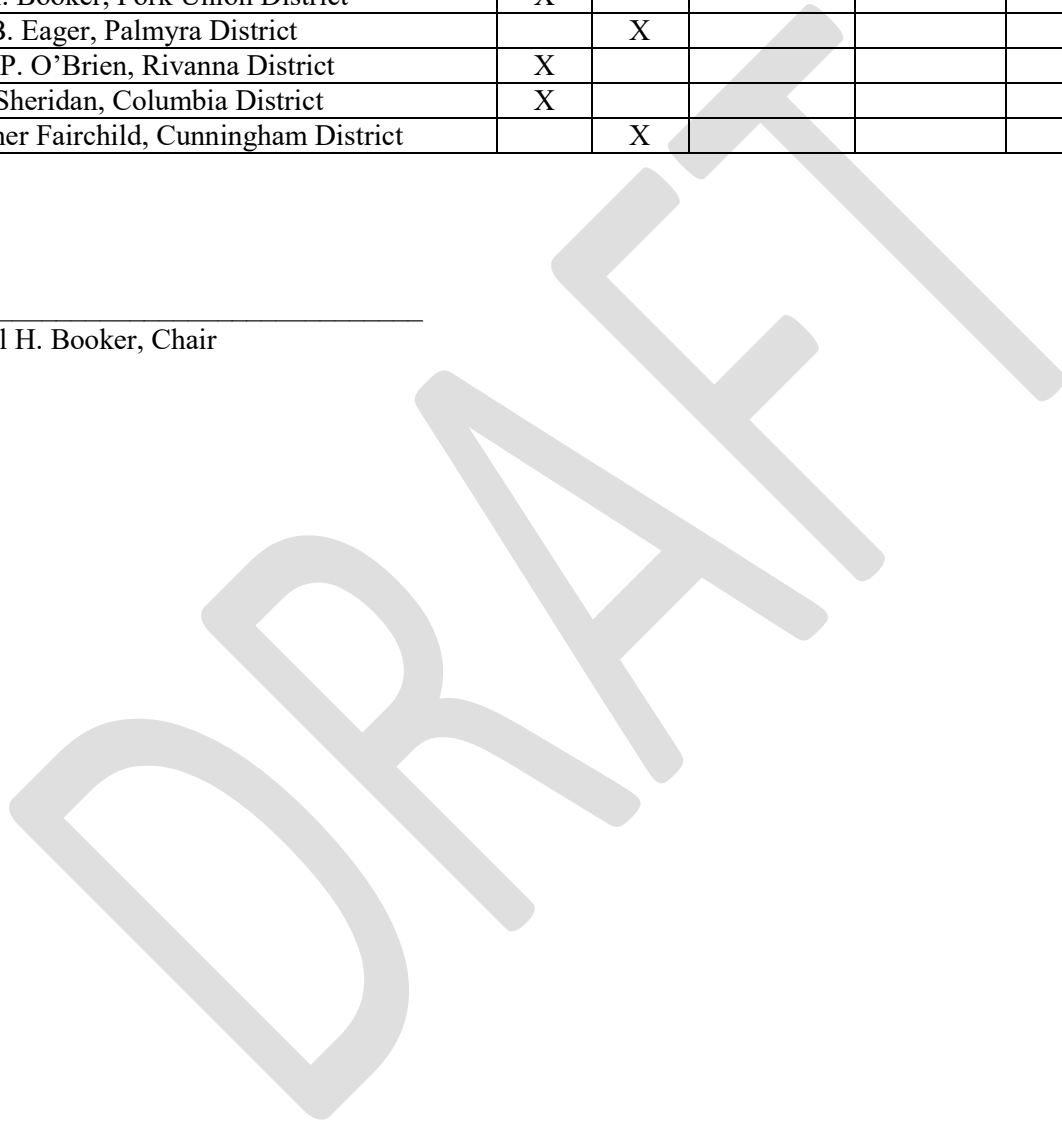
*Palmyra Sewer and Zion Crossroads Water and Sewer Fund revenues are supplemented by transfers from the General Fund.

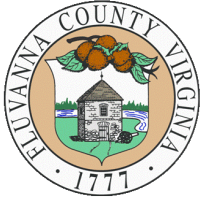
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 19th day of April, 2023;

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

Attest:

Mozell H. Booker, Chair





BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 11-2021

A RESOLUTION TO ADOPT THE FY24-28 CAPITAL IMPROVEMENTS PLAN

At a meeting of the Fluvanna County Board of Supervisors held in the Carysbrook Performing Arts Center at 7:00 PM on Wednesday, April 19, 2023, 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, it is the responsibility of the Fluvanna County Board of Supervisors to approve the County’s Capital Improvements Plan; and,

WHEREAS, the Capital Improvements Plan recommends the initiation and completion of numerous capital projects based upon staff recommendations and citizen input; and,

WHEREAS, the Board of Supervisors held a public hearing on the proposed Capital Improvements Plan on April 12, 2023; and,

WHEREAS, the Board of Supervisors has approved the FY2024 Capital Improvements Budget as part of the overall Fluvanna County Budget;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the FY 2024-2028 Capital Improvements Plan hereby be approved.

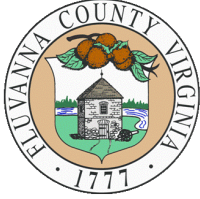
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 19th day of April, 2023;

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

Attest:

Mozell H. Booker, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 12-2023

**A RESOLUTION APPROVING THE APPLICATION FOR A
WAIVER TO ADMINISTER A SPLIT PRECINCT FOR
HOUSE DISTRICTS IN THE COUNTY OF FLUVANNA**

WHEREAS, the Cunningham District of Fluvanna County is a single precinct; and

WHEREAS, a portion of the Town of Scottsville lies in the Cunningham District/Precinct; and

WHEREAS, the House of Delegates Redistricting Map (2021) placed the Town of Scottsville voters in House of Delegates District 55 while the remainder of Fluvanna County is wholly contained in House of Delegates District 56;

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

That the foregoing recitals are incorporated herein by reference;

That the Board of Supervisors authorizes the General Registrar to complete the procedures required by applicable law, including but not limited to Virginia Code Section 24.2-307, and the Virginia Department of Elections to administer the Cunningham District/Precinct as a split precinct pursuant to the 2021 redistricting for elections held in 2023 and thereafter until such time as either (i) this resolution is revoked by action of the Board of Supervisors, or (ii) the following split is removed:

<u>Precinct Number & Name</u>	<u>Split Precinct</u>
401 - Cunningham	House Districts 55, 56;

That, without limiting the foregoing, the request for “Waiver to Administer a Split Precinct” for elections held in 2023 is approved and the General Registrar is authorized to submit such request and subsequent requests in accordance with this resolution on behalf of the Board of Supervisors;

And, that this resolution shall be in effect from and after its adoption.

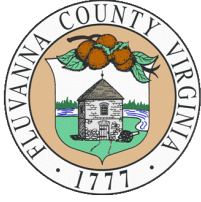
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 19th day of April 2023, by the following vote:

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

ATTEST:

Caitlin Solis, Clerk

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 02 - 2023

National Crime Victim's Rights Week
April 23 - 29, 2023

WHEREAS, crime victims' rights acts passed in Virginia and at the federal level guarantee victims the right to meaningful participation and use of their voice in the criminal justice process; and

WHEREAS, victim service providers, advocates, laws enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

WHEREAS, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust; and

WHEREAS, engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs; and

WHEREAS, survivors' lived experiences can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and

WHEREAS, the Fluvanna Victim/Witness Assistance Program is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby **PROCLAIM** that the week of April 23-29, 2023 as **Crime Victims' Awareness Week**, Reaffirming our county's commitment to creating victim service responses that assist all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Passed and adopted this 19th day of April, 2023.

Mozell H. Booker
Chair, Board of Supervisors

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

TAB F

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Fluvanna-Greene Inter-Governmental Cost Sharing Agreement				
MOTION(s):	I move the Board of Supervisors approve the Inter-Governmental Cost Sharing Agreement between Fluvanna County and Greene County for the reimbursement to Fluvanna for Greene County’s share of judicial assistant services and operational expenses associated with the Honorable Judge Barredo serving Fluvanna in the 16th Judicial Circuit, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator and Tristana Treadway, Clerk of the Circuit Court				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • For FY23, the assignment for the judges of the 16th Judicial Circuit changed when Judge Moore Retired. • Greene County and Fluvanna County are both located in the 16th Judicial Circuit of the Commonwealth. • By the current assignment of the judges of the 16th Judicial Circuit, Greene County and Fluvanna are served by the Honorable Judge Barredo. • The judge, Greene County and Fluvanna County have determined that Judge Barredo needs judicial assistant services (salary, benefits, and operating expenses). • Based upon the existing caseload, it has been determined that it is most efficient that Judge Barredo have his principal office in Fluvanna County and the judicial assistant is an employee of Fluvanna County. • Through discussions between the County of Fluvanna and the County of Greene, Greene County agrees to pay to the Fluvanna County fifty percent (50%) of the judicial assistant’s salary and benefits and and fifty percent (50%) of operational costs providing for such services. • Through this agreement, the County of Greene will be reimbursing Fluvanna around \$39K. 				
FISCAL IMPACT:	Fluvanna County will be reimbursed (~\$20K) for partial year costs in FY23 and will be reimbursed (~\$39K) for full fiscal year of costs starting in FY24.				

POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Inter-Governmental Cost Sharing Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			X

Inter-Governmental Cost Sharing Agreement

This Inter-Governmental Cost Sharing Agreement (the “agreement”), made this _____ day of _____, 2023, by and between the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, (“Fluvanna”); and the COUNTY OF GREENE, a political subdivision of the Commonwealth of Virginia (“Greene”).

WITNESSETH:

WHEREAS, the counties of Fluvanna and Greene are both located in the 16th Judicial Circuit of the Commonwealth and are served by the circuit courts thereof; and

WHEREAS, by the current assignment of the judges of the 16th Judicial Circuit, Fluvanna and Greene are served by the Honorable Judge Barredo; and

WHEREAS, Fluvanna and Greene have determined that Judge Barredo needs judicial assistant services and that it is lawful and appropriate that they provide for such judicial assistant services for Judge Barredo; and

WHEREAS, judicial assistant services include the salary, benefits, and operating expenses of the Judge’s judicial assistant as enumerated in Fluvanna’s annual adopted budget; and

WHEREAS, based upon the existing caseload, it has been determined that it is most efficient that Judge Barredo have his principal office in Fluvanna, and Fluvanna is willing and able to provide appropriate office space and to provide for judicial assistant services for Judge Barredo; and

WHEREAS the Fluvanna and Greene have determined that based upon the time and resources spent on Greene cases, Greene should contribute to a portion of the cost of providing such judicial assistant services;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth hereinafter, and pursuant to the provisions of Virginia Code Section 15.2-1300, the parties hereby agree as follows:

- (1) Fluvanna agrees to provide for judicial assistant services for Judge Barredo. Such services may be provided in any manner which may be determined to be acceptable by Judge Barredo and Fluvanna; provided, however, that the Fluvanna covenants that the manner of providing for such services shall be at all times lawful under the laws of the Commonwealth of Virginia and of the United States.
- (2) Greene agrees to pay to Fluvanna fifty percent (50%) of the judicial assistant’s salary and benefits and fifty percent (50%) of operational costs providing for such services, as determined hereinafter.
- (3) In each year during which this agreement shall remain in effect, Fluvanna shall provide to Greene a proposed budget setting for Greene’s share of the estimated amount necessary for the provision of such judicial assistant services. Such proposed budget shall be provided to Greene prior to the adoption of Greene’s annual budget, and in no event later than February 1 of each

Inter-Governmental Cost Sharing Agreement

- year. A final budget showing Greene's share shall be provided to Greene not later than June 20 of each year.
- (4) Thereafter, Fluvanna shall bill Greene for its share of costs no later than September 30 in each year. Payment shall be due to Fluvanna on or before January 1 of the following year.
- (5) After the fiscal year ends at June 30th, Fluvanna shall reconcile actual expenditures for that most-recent fiscal year with Greene County no later than August 31st if there is a surpluses/deficit as follows:
- a. If Greene's share of actual expenditures for the most recent fiscal year are lower than the budgeted amount paid by Greene, then Fluvanna shall reimburse such overpayment amount to Greene no later than September 30th.
 - b. If Greene's actual share of expenditures are higher than the budgeted amount paid by Greene, then Greene shall make payment to Fluvanna for the underpayment amount no later than September 30th.
- (6) This agreement shall be effective upon the execution hereof by both parties and shall thereafter remain in effect unless and until the parties, or either of them, shall terminate the same. Notice of such termination shall be made not later than June 1 in each year, to be effective for the fiscal year commencing on the 1st of July next succeeding. No such termination shall affect the obligations of the parties with respect to the fiscal year during which such notice is given. Notice shall be effective when mailed or delivered to the office of the County Administrator of the other party.
- (7) The obligations of the parties set forth hereinabove shall be subject to annual appropriation by each of them, respectively, in amounts sufficient to satisfy the same.

[SIGNATURE PAGE TO FOLLOW.]

Inter-Governmental Cost Sharing Agreement

Witness the following signatures and seals the date first above written.

THE COUNTY OF FLUVANNA

BY: _____
Its Chairman

ATTEST:

Eric M. Dahl, County Administrator

THE COUNTY OF GREENE

BY:  _____
Its Chairman

ATTEST:

 _____
Brenda Garton, Interim County Administrator

APPROVED AS TO FORM:

Kristina Hofmann, Deputy Fluvanna County Attorney

Kelley Kemp, Greene County Attorney

Inter-Governmental Cost Sharing Agreement

Witness the following signatures and seals the date first above written.

THE COUNTY OF FLUVANNA

BY: _____
Its Chairman

ATTEST:

Eric M. Dahl, County Administrator

THE COUNTY OF GREENE

BY:  _____
Its Chairman

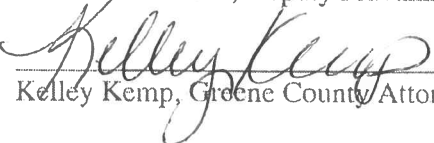
ATTEST:



Brenda Garton, Interim County Administrator

APPROVED AS TO FORM:

Kristina Hofmann, Deputy Fluvanna County Attorney



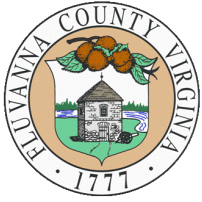
Kelley Kemp, Greene County Attorney

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

TAB G

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by Fluvanna County				
MOTION(s):	I move the Board of Supervisors approve the resolution entitled “Resolution Authorizing Execution Of The Virginia Water And Wastewater Agency Response Network Mutual Aid Agreement By Fluvanna County.”				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator and Bobby Popowicz, Asst. Director of Public Works - Utilities				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The mission of the Virginia Water and Wastewater Agency Response Network (VA WARN) is to provide a method whereby Virginia water and wastewater utilities that have sustained damages from natural or manmade events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary from other water and wastewater utilities. The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the impacted utility.</p> <p>The VA WARN program provides its member utilities with:</p> <ul style="list-style-type: none"> • A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide. • A data base of potentially available resources for response and recovery from a disaster. • A mutual assistance program consistent with other statewide mutual aid programs. • A forum for developing and maintaining emergency contacts and relationships. • New ideas from lessons learned in disasters. 				
FISCAL IMPACT:	There is no cost to participate.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	<ul style="list-style-type: none">- Resolution 13-2023- Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 13-2023

**RESOLUTION AUTHORIZING EXECUTION OF THE
VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT BY FLUVANNA COUNTY**

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, the County of Fluvanna owns or operates water and wastewater facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator is hereby authorized to execute the VA WARN Mutual Aid Agreement (the "Agreement") on behalf of the County of Fluvanna subject to approval as to form by the County Attorney, which Agreement is hereby approved.

BE IT FURTHER RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator shall be the County of Fluvanna's "Authorized Representative" for purposes of the Agreement as defined in the Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 3rd day of May, 2023, by the following vote:

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

Attest:

Mozell H. Booker, Chair
Fluvanna County Board of Supervisors

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

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

SECTION 1 – DEFINITIONS

“ASSISTING UTILITY” means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

“AUTHORIZED REPRESENTATIVE” means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility’s obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party’s ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM**

VA WARN MUTUAL AID AGREEMENT EXHIBIT A									
ASSISTANCE REQUEST FORM									
Event Name:					Requesting Utility:				
Date:									
Time:									
Requesting Utility Contact Name:									
Phone:					E-mail:				
Description of Assistance Requested:									
Specific Resources Needed:									
Mobilization:									
Date Needed:					Time needed:		Pick hrs:		hrs
Demobilization:									
Release Date:					Time needed:		Pick hrs:		hrs
Deployment Considerations:									
Work Location/Facilities:				Pick One:					
Working Conditions				Pick One:					
Living Conditions				Pick One:					
Health & Safety Concerns:				Pick One:					
Safety Concerns/Remarks:									
Additional Conditions Comments:									
Requesting Utility Resource Coordination Contact				Name/Title:					
Phone:					E-mail:				
Staging Area:				Location:					
Address 1:									
Address 2:									
City:		State:		Zip:					
Authorized Representative Name:						Date:			

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

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

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility’s obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS’ COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official’s liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

Assisting Utility:					
Assisting Utility Authorized Representative:				Date:	
Requesting Utility:			Date:		
Event Name:			Time:		
Requesting Utility Contact Name:					
	Phone:		E-mail:		
Description of Assistance Offered:					
Specific Resources Available:					
Assisting Utility Resource Coordination Contact:					
	Phone:		E-mail:		
Mobilization:					
	Date Available:		Time needed:	Pick hrs:	hrs
Demobilization:					
	Date Released:		Time needed:	Pick hrs:	hrs

COST ESTIMATE (details below):			
Total Cost Estimate:		Total Cost Estimate (Total from Excel sheet):	\$0.00
Total Travel Costs:			
			\$0.00
# of fuel consuming equipment:		# of non-fuel consuming equipment:	
Travel Costs:			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Total Equipment Costs:			\$0.00
Equipment Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00
Other Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			

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

TAB H

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement by the Fork Union Sanitary District				
MOTION(s):	I move the Board of Supervisors approve the resolution entitled “Resolution Authorizing Execution Of The Virginia Water And Wastewater Agency Response Network Mutual Aid Agreement By The Fork Union Sanitary District.”				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, County Administrator and Bobby Popowicz, Asst. Director of Public Works - Utilities				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The mission of the Virginia Water and Wastewater Agency Response Network (VA WARN) is to provide a method whereby Virginia water and wastewater utilities that have sustained damages from natural or manmade events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary from other water and wastewater utilities. The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the impacted utility.</p> <p>The VA WARN program provides its member utilities with:</p> <ul style="list-style-type: none"> • A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide. • A data base of potentially available resources for response and recovery from a disaster. • A mutual assistance program consistent with other statewide mutual aid programs. • A forum for developing and maintaining emergency contacts and relationships. • New ideas from lessons learned in disasters. 				
FISCAL IMPACT:	There is no cost to participate.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	<ul style="list-style-type: none">- Resolution 14-2023- Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				X



BOARD OF SUPERVISORS
 County of Fluvanna
 Palmyra, Virginia
RESOLUTION No. 14-2023

**RESOLUTION AUTHORIZING EXECUTION OF THE
 VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
 MUTUAL AID AGREEMENT BY THE FORK UNION SANITARY DISTRICT**

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, the Fork Union Sanitary District owns or operates water supply facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

WHEREAS, the Fluvanna County Board of Supervisors, is the governing body of the Fork Union Sanitary District;

NOW, THEREFORE, BE IT RESOLVED, by the Fluvanna County Board of Supervisors, that the County Administrator is hereby authorized to execute the VA WARN Mutual Aid Agreement (the “Agreement”) on behalf of the Fork Union Sanitary District subject to approval as to form by the County Attorney, which Agreement is hereby approved.

BE IT FURTHER RESOLVED, by the Fluvanna County Board of Supervisors that the County Administrator shall be the County of Fluvanna’s “Authorized Representative” for purposes of the Agreement as defined in the Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 3rd day of May, 2023, by the following vote:

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

Attest:

 Mozell H. Booker, Chair
 Fluvanna County Board of Supervisors

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

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

SECTION 1 – DEFINITIONS

“ASSISTING UTILITY” means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

“AUTHORIZED REPRESENTATIVE” means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility’s obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party’s ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM**

VA WARN MUTUAL AID AGREEMENT EXHIBIT A							
ASSISTANCE REQUEST FORM							
Event Name:				Requesting Utility:			
Date:							
Time:							
Requesting Utility Contact Name:							
	Phone:			E-mail:			
Description of Assistance Requested:							
Specific Resources Needed:							
Mobilization:							
	Date Needed:			Time needed:	Pick hrs:		hrs
Demobilization:							
	Release Date:			Time needed:	Pick hrs:		hrs
Deployment Considerations:							
	Work Location/Facilities:			Pick One:			
	Working Conditions			Pick One:			
	Living Conditions			Pick One:			
	Health & Safety Concerns:			Pick One:			
	Safety Concerns/Remarks:						
	Additional Conditions Comments:						
Requesting Utility Resource Coordination Contact				Name/Title:			
	Phone:			E-mail:			
Staging Area:				Location:			
	Address 1:						
	Address 2:						
	City:		State:		Zip:		
Authorized Representative Name:						Date:	

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

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

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility’s obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS’ COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official’s liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

Assisting Utility:					
Assisting Utility Authorized Representative:				Date:	
Requesting Utility:			Date:		
Event Name:			Time:		
Requesting Utility Contact Name:					
	Phone:		E-mail:		
Description of Assistance Offered:					
Specific Resources Available:					
Assisting Utility Resource Coordination Contact:					
	Phone:		E-mail:		
Mobilization:					
	Date Available:		Time needed:	Pick hrs:	hrs
Demobilization:					
	Date Released:		Time needed:	Pick hrs:	hrs

COST ESTIMATE (details below):			
Total Cost Estimate:		Total Cost Estimate (Total from Excel sheet):	\$0.00
Total Travel Costs:			
			\$0.00
# of fuel consuming equipment:		# of non-fuel consuming equipment:	
Travel Costs:			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Total Equipment Costs:			\$0.00
Equipment Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00
Other Costs (insert lines as needed):			
	Description:		Cost:
1			
2			
3			
4			
5			

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

TAB I

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Dewberry Engineers Inc. – Project Agreement #19				
MOTION(s):	I move the Board of Supervisors approve Project Agreement #19 for the Zions Crossroads Stormwater Management Pond Repair Design with Dewberry Engineers Inc. in the amount of \$6,300, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Director of Finance				
PRESENTER(S):	Tori Melton, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The original contractor constructing the Zion Crossroads Water and Sewer Project filed for bankruptcy prior to completing the project. There were some items that were deemed deficiencies and not completed per the design specifications. • The scope of services under the Stormwater Management Pond Repair Design includes the design of repairs as outlined in the basin evaluation. • The total for all SWM Pond Repair Design services is \$6,300. • Due to the contract claims by the County against the contractor, we maintained a final set-off amount of \$463,129.96. Any unfinished components of the project will be funded from the set-off amount. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Decrease ZXR Water and Sewer fund-\$6,300 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Dewberry Engineers Inc. – Project Agreement 19 • Exhibit 1 to PA 19 • Exhibit 2 to PA19 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

PROJECT AGREEMENT # 19
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
Zion Crossroads W&S Punchlist – PIN 5-24-2 Stormwater Management Pond Repair
Design

This Project Agreement #19 (the “Project Agreement”) made this ____ day of _____, 202__ , between Fluvanna County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the “Consultant”), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the 31st day of October, 2018 (including all exhibits, and as modified by any amendments or addendums thereto the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Consultant as services are needed;

Whereas, the Consultant submitted a proposal letter dated April 14, 2023 entitled “RE: Proposal for Professional Services Zion Crossroads W&S Punchlist – PIN 5-24-2 Stormwater Management Pond Repair Design” (the “Proposal”) which is attached hereto as **Exhibit 1** and made a material part hereof;

Whereas, the Proposal references that evaluation letter dated April 7, 2023 entitled “RE: Zion Crossroads Water and Sewer Punchlist – SWM Basin Evaluation” (the “Evaluation”) which is attached hereto as **Exhibit 2** and made a material part hereof;

Whereas, the County desires that the Consultant complete the work and services set forth in the Proposal, including, without limitation, the services described in the “Scope of Services” section are generally described therein as:

- SWM Pond Repair Design

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDER

Consultant shall provide all work and services as needed and necessary or desired to complete Services on the Task Order consistent with all provisions of this Project Agreement, the Proposal, the Evaluation and the Agreement.

The County’s project manager for technical inquiries relating to this Project Agreement

shall be:

Mr. Eric Dahl
County Administrator
132 Main Street
Palmyra, VA 22963
Phone: (434) 591-1912
E-mail: edahl@fluvannacounty.org

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

- (i) This Project Agreement;
- (ii) Exhibit 1 hereto;
- (iii) Exhibit 2 hereto;
- (iv) The Agreement including exhibits thereto; and
- (v) The County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being a portion of Attachment 1 which is attached to and a part of the Agreement.

In addition, this Task Order is related to the Zion Crossroads Water and Sewer Line System and the work provided by Consultant under that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12th day of November, 2015 between the County and Consultant (the "RFP 2015-03 Contract"). The terms, requirements and provisions of that RFP 2015-03 Contract are incorporated herein by reference as a material part of this Project Agreement and the work on the Task Order shall in all respects consistent with the terms, requirements, and provisions of the RFP 2015-03 Contract, except that the pricing as set forth in the Agreement shall control.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (v) above, and (ii) shall control over (iii) and (v) and so forth. For purposes of a conflict, RFP 2015-03 Contract shall be item "(vi)" and shall be treated as one of the "Agreement Documents".

ARTICLE IV: FEES

The Consultant shall receive up to a not to exceed total of SIX THOUSAND THREE HUNDRED AND NO/100 (\$6,300.00) based on actual time worked; and which shall be payable by the County MONTHLY based on actual time worked upon Final Completion of the Services.

The flat fee is a not-to exceed amounts. The hourly fees up to the not-to-exceed total per task shall be payable by the County upon proper invoice by the Consultant as described herein. The Consultant shall submit invoices to the County monthly for services actually rendered on each subtask and upon final completion. The invoice shall describe the services rendered to date with specificity. The Consultant will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County in the County's sole discretion ("Final Completion"). No invoice may be provided by the Consultant to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees invoiced or due under this Project Agreement exceed \$6,300.00 total.

Notwithstanding anything to the contrary contained in the Proposal, the Consultant shall be paid the lower of the hourly rate for the title/type of person actually performing the work set forth the Proposal hereto or the hourly rate set forth in Exhibit 3 to the Agreement (being that Term Contract between County and Architect/Engineer for Professional Services dated October 31, 2018); up to the not-to-exceed fees for the Task Order Services set forth in this Project Agreement. For clarification, the rate charged for a "Project Manager" would only apply if that person was at minimum an "Engineer VI"; and so forth consistent with or less than the rates as set forth in the Agreement. The County shall be billed for increments of an hour based on Consultant's standard procedure except as otherwise required by the Agreement.

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

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue this Task Order to completion. In any event such Services and work on this Task Order must be completed to the sole satisfaction of the County no later than two (2) months from the date the County executes this Project Agreement. Time being of the essence.

ARTICLE VI: MISCELLANEOUS

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

**Architectural and Engineering Services
Fluvanna County, VA**

County:

ATTN: Victoria Melton, Interim Purchasing Officer
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone (434) 591-1923
FAX (434) 591-1911

Consultant:

Dewberry Engineers Inc.
ATTN Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

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

[Signature page to follow.]

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

Consultant:
Dewberry Engineers Inc.

County:
Fluvanna County

By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

Approved as to form:

By: _____
Fluvanna County Attorney, by Kristina M. Hofmann, Deputy Fluvanna County Attorney



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

April 14, 2023, 2023

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

VIA E-MAIL

**RE: Proposal for Professional Services
Zion Crossroads W&S Punchlist – PIN 5-24-2 Stormwater Management Pond Repair Design**

Dear Mr. Dahl:

Dewberry Engineers Inc. (Dewberry) is pleased to submit our proposal to provide professional services for the Zion Crossroads Water and Sewer Punchlist plan set. Dewberry's Project Understanding, Scope of Services, and Fee have been developed based on phone and email correspondence. The Work will be performed in accordance with the Term Agreement for Professional Engineering Services, executed October 8, 2018.

PROJECT UNDERSTANDING

Fluvanna County (County) has requested that Dewberry prepare a set of bidding documents to address outstanding construction items of the Zion Crossroads Water and Sewer project completed under separate contract. A previous proposal included the evaluation of deficiencies of the existing stormwater management (SWM) pond at PIN 5-24-2. The proposal includes the design of repairs as outlined in the basin evaluation dated April 7, 2023.

SCOPE OF SERVICES

Dewberry will perform the services outlined below.

1. SWM Pond Repair Design

- 1.1 Civil Engineer will prepare plans sheets to address basin items noted in Zion Crossroads-Basin Evaluation letter dated April, 7, 2023. The plan sheet shall included notes, details, demolition, erosion and sediment control, grading and stormwater basin details. Shall use the topographic survey performed by Dewberry dated Jan. 9, 2023. Plan sheets will be included in a larger punchlist plan set. The proposed work will be performed under existing permitting for the Zion Crossroads Water and Sewer project and no additional permitting will be required.

FEE

Dewberry's fee for these services is broken out as follows. A copy of our man-hour breakout estimate is included as Attachment A.

Mr. Eric Dahl
April 14, 2023

1. Design Services

SWM Pond Repair Design (Time and Materials)..... \$6,300

Total for All Services (Additional Design + Easement Acquisition) \$6,300

EXCLUSIONS

1. Specific services outside of those identified in the Scope of Services outlined above will be deemed an additional service.
2. Services resulting from significant changes in the general scope, extent or character of the project or its design including, changes in size, location, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparation, or are due to any other causes beyond Dewberry’s control.
3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

AUTHORIZATION

If this proposal meets with your approval, please provide an executed purchase order in accordance with the Term Agreement for Professional Engineering Services, executed October 31, 2018. Receipt of the executed purchase order will serve as our authorization to proceed.

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

Sincerely,

Dewberry Engineers Inc.

Danylo A. Villhauer, PE
Vice President

Attachment A: Manpower and Fee Estimate

Q:\PROPOSAL\2023\Fluvanna County\Zion Crossroads Punchlist SWM Pond Design\2023.04.14 Zion Crossroads Punchlist SWM Design.docx

FLUVANNA COUNTY ZION CROSSROADS W&S PUNCHLIST - PIN 5-24-2 STORMWATER MANAGEMENT POND REPAIR DESIGN FEE ESTIMATE FOR ENGINEERING SERVICES APRIL 14, 2023													
PROJECT TASKS	HOURS DEDICATED TO SUBTASK											REIMBURSABLE/ SUBCONSULTANT	TOTAL COST
	CONTRACT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	DESIGNER	CADD TECH	ADMIN PROF	SURVEY SURVEYOR	SURVEY PARTY	CONST INSP I		
	205.00	175.00	160.00	140.00	110.00	100.00	85.00	60.00	120.00	150.00	65.00		
DESIGN SERVICES													
SWM Pond Repair Design		36											
Subtotal	0	36	0	0	0	0	0	0	0	0	0	0	\$6,300
TOTAL FOR DESIGN SERVICES	0	36	0	0	0	0	0	0	0	0	0	0	\$6,300
GRAND TOTAL FOR SERVICES	0	36	0	0	0	0	0	0	0	0	0	\$0	\$6,300



Dewberry Engineers Inc. | 804.290.7957
4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
Glen Allen, VA 23060-9278 | www.dewberry.com

April 7, 2023

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

RE: Zion Crossroads Water and Sewer Punchlist-SWM Basin Evaluation

Dear Mr. Dahl,

Dewberry Engineers was requested to evaluate the restoration of an existing stormwater management (swm) basin located at 1004 Zion Station Road, Troy, Virginia. The basin was impacted during waterline installation for the Zion Crossroads Water and Sewer Project. The swm basin was constructed after the Water and Sewer project was designed and bid but prior to the start of the waterline construction at this location. The swm basin's Owner has not been able to obtain the certification for the basin nor been able to close their VSMP CGP. Fluvanna County provided Dewberry with the swm basin design plans titled Zion Station, Parcel 2 – Phase I Amendment, prepared by Collins Engineering dated January 29, 2018. A topographic survey of the swm basin was performed by Dewberry Engineers Inc. dated December 19, 2022, and is included as attachment B. On March 7, 2023, Keith Scholten, PE and Melanie Leckey, PE of Dewberry Engineers Inc. met onsite with Bobby Popowicz- Assistant Director of Public Utilities, Roger Black-E&S Reviewer and the adjoining business owner.

The swm basin was inspected and the following discrepancies were noted:

1. Emergency Spillway
 - a. The spillway was not properly compacted during reconstruction. DPU personnel was able to push a half inch (1/2") steel rod approximately 3.5-4 feet through the spillway floor with little resistance. The depth of uncompacted material was not determined due to the maximum rod length being reached prior to substantial resistance being encountered.
 - b. Design elevation is 492.83, surveyed elevation is 493.35+/-.
 - c. Design width is 25 feet and surveyed width is 15 feet.
 - d. Top of berm design elevation is 494.00 and surveyed top of berm is 495 within reconstructed area.
2. A ditch on the southside of the adjoining gravel storage yard drains into the swm basin. The ditch bottom elevation, as it enters the swm basin, is equivalent to the basin's emergency spillway elevation. This allows some stormwater run-off to discharge out the emergency spillway instead of being detained/controlled within the swm basin as required, see site photo 1. Design plan shows ditch to be minimum 0.83' deep when it first reaches the spillway.
3. The ditch and emergency spillway interface is scouring and is not stable, see site photo 1.
4. The swm basin discharge pipe outfall elevation is below the downstream ditch elevation due to sediment buildup caused by the erosion control rock check dam just downstream. Sediment and debris have substantially clogged the check dam thus causing run-off storm events to overtop the

Mr. Eric Dahl
Zion Crossroad Water and Sewer Punch list-SWM basin
April 7, 2023

check dam. The topographic survey indicates the outfall pipe elevation is 487.35 and check dam top is 489+/- . The rock check dams are likely no longer needed as the upstream drainage area appears to be stabilized.

5. No outlet protection provided at basin outlet pipe discharge. Basin design plan indicates Class A1 riprap with dimensions of 4'x 2'x1' was to be installed.

Recommendations

1. Emergency Spillway – Remove/excavate emergency spillway and approximately twelve (12) feet of basin berm wall and rebuild with proper compaction and compaction testing.
2. Drainage Ditch - Reestablish design elevations of ditch entering basin and provide additional channel stabilization in the form of blanket matting or riprap.
3. Outfall Ditch – Remove rock check dams and regrade approximately 35 linear feet of outfall ditch for proper drainage.
4. Install design outlet protection at basin outfall pipe as per Collins Engineering plans.

If you have any questions or comments, please give myself or Melanie Leckey a call at 804-256-7581 or kascholten@dewberry.com.

Sincerely,



Keith Scholten, PE
Senior Project Manager

Attachments: Site Photos

Mr. Eric Dahl
Zion Crossroad Water and Sewer Punch list-SWM basin
April 7, 2023



Site Photo 1- Ditch and Emergency Spillway.

Mr. Eric Dahl
Zion Crossroad Water and Sewer Punch list-SWM basin
April 7, 2023



Site Photo 2 – Basin Discharge and Downstream Ditch

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

TAB J

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	R. K. Chevrolet Vehicle Purchase Agreement				
MOTION(s):	<p>I move the Board of Supervisors approve the Vehicle Purchase Agreement with R.K. Chevrolet, Inc. (“RK”), for the purchase of four 2023 Chevrolet Equinoxes AWD with options at a total cost of \$107,180.00 for the Department of Public Works as a cooperative procurement off the agreement between the Virginia Sheriff’s Association (“VSA”) and RK Chevrolet, Inc. contingent on RK getting approval from VSA on that pending amendment related to the Equinoxes and such executed amendment between VSA and R.K. Chevrolet, Inc. being acceptable to the County Administrator, and thereafter further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</p>				
BOS 2 YEAR GOALS?	Yes	No	If yes, which goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Finance Director				
PRESENTER(S):	Tori Melton, Finance Director				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> Cooperative Procurement pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off the Cooperative Agreement. The Cooperative agreement requires a 6% discount on all options and contractor represents and warrants to the County that this quote includes a 6% discount or more on every option as required by the cooperative agreement. Delivery no later than June 15, 2023 				
FISCAL IMPACT:	No additional funding is required; the \$107,180 was budgeted in the FY22 CIP for County vehicle purchases.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Exhibit 1: Vehicle & Motorcycle Procurement Program Contract Award Agreement Exhibit 2: Quote Dated April 3, 2023 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

Vehicle Purchase Agreement – x4 2023 Chevrolet Equinox AWL

This **Vehicle Purchase Agreement** (together with all attachments and exhibits referenced herein, the “**Agreement**”), dated this ___ day of _____, 2023, made and entered into by and between R.K. Chevrolet, Inc., a Delaware corporation authorized to transact business in Virginia (“**RK**”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia (“**County**”) is effective as of the date this Agreement has been signed by all parties hereto (the “**Effective Date**”). The County’s FEIN is 54-6001282; and the County is a tax-exempt public body.

1. Definitions. The words below when used in this Agreement are defined as follows:
 - a. “**RK Proposal**” means collectively the Cooperative Agreement, Quote, warranties, each defined below.
 - b. “**Options**” means all those options and additional features and items set forth in the Quote.
 - c. “**Specifications**” means all of the general and particular specifications, warranties, and other requirements for and relating to the Vehicles contained in the RK Proposal being provided to County or required by this Agreement or the County’s General Terms (as defined in Article 2).
 - d. “**Vehicles**” means the Vehicles and any associated options and equipment sold to County by RK pursuant to the RK Proposal and consistent with all requirements of the RK Proposal and the Specifications, and specifically including all Options, and Delivery of Vehicles to the County.
 - e. “**Delivery**” means the date RK delivers the Vehicles available to the County in Fluvanna County, Virginia at the following address: Fluvanna County Public Works Department, 197 Main Street, Palmyra, VA 22963.
 - f. “**Warranty**” means any and all warranties under this Agreement including without limitation any warranties under the RK Proposal and the County’s General Terms.

2. Exhibits: The following exhibits are attached hereto and incorporated herein as material provisions of this Agreement:
 - a. Exhibit 1: Vehicle & Motorcycle Procurement Program Contract Award Agreement Bid 22-05-0917 between the Virginia Sheriffs’ Association (“VSA”) and Contractor dated June 16, 2022, as modified by that rollover agreement Vehicle & Motorcycle Procurement Program Contract Award Agreement Bid 22-05-0917R and as further amended by that pricing amendment dated _____ (together with all documents incorporated by reference including without limitation the VSA Solicitation and Contract Terms and Conditions referred to herein as the “Cooperative Agreement”); and
 - b. Exhibit 2: Quote dated April 3, 2023 (the “Quote”); and
 - c. Exhibit 3: Fluvanna County’s General Terms, Conditions and Instructions to Bidders and Contractors (the “County’s General Terms”).

3. Cooperative Procurement. Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement. RK related to the sale of the Vehicles and the Vehicles must meet or exceed all terms, provisions and requirements of the Cooperative Agreement, the RK Proposal and this Agreement. RK promises and agrees that County shall receive the benefits of the Cooperative Agreement and the County shall have all rights and remedies under the Cooperative Agreement. Notwithstanding any other provisions hereof, RK represents and warrants that all pricing in this Agreement for the Vehicles is consistent with or lower than the pricing set forth in the Cooperative Agreement and all Vehicles purchased hereunder are available under the Cooperative Agreement. **SPECIFICALLY, THE COOPERATIVE AGREEMENT REQUIRES A 6% DISCOUNT ON ALL OPTIONS AND CONTRACTOR REPRESENTS AND WARRANTS TO THE COUNTY THAT ITS QUOTE INCLUDES A 6% DISCOUNT OR MORE ON EVERY OPTION AS REQUIRED BY THE COOPERATIVE AGREEMENT.** The County is materially relying on such

Vehicle Purchase Agreement – x4 2023 Chevrolet Equinox AWL

representations and warranties in executing this Agreement as a cooperative procurement pursuant to Virginia law.

4. Purchase and Payment. For the promises contained herein and the Vehicles the County agrees to pay a total purchase price for all four (4) Vehicles of **ONE HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY AND 50/100 DOLLARS (\$107,180.00)** (“Purchase Price”) (note: each vehicle being at a price of \$26,795.00). The Purchase Price which includes Delivery of the Vehicles and all warranties, manuals, keys and associated tags and inspections if any kind, may be invoiced by RK to the County only after the Completion Date, as defined below, and the County shall have forty-five (45) days to pay such proper invoice. Final payment shall be made in accordance with Section 47 “Payment” of the County’s General Terms, and in no event shall RK be finally paid prior to the Completion Date. The date that all Vehicles are Delivered and in full compliance with this Agreement, to the sole satisfaction of the County is the “**Completion Date**”. Any and all provisions of this Agreement or any exhibit hereto that by their terms are intended or implied to survive the Completion Date shall so survive including without limitation Warranties.
5. Delivery, Inspection and Acceptance.
- (a) Delivery. RK will make Delivery of the Vehicles no later than **June 15, 2023**; time being of the essence. Risk of loss shall pass to County upon Delivery of the Vehicles to the County at County location with prior notice of the Delivery Date and time provided to County in advance.
- (b) Inspection and Acceptance. County shall have at minimum thirty (30) days from Delivery or more if permitted under the Cooperative Agreement within which to inspect the Vehicles for conformance to the Specifications, and in the event of non-conformance to the Specifications to furnish RK with written notice sufficient to permit RK to evaluate such non-conformance (“Notice of Defect”). Any Vehicles not in conformance to Specifications shall be remedied by RK within thirty (30) days from the Notice of Defect. In the event that RK fails to remedy a defect within thirty (30) days as required under this Agreement, County may choose to: (1) Reject the Vehicles in their entirety and receive a complete reimbursement of any and all payments made to RK under this agreement, RK shall also be required at its sole cost and expense to remove the non-confirming Vehicles and this Agreement shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Vehicles subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Vehicles including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Vehicles including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts. Nothing in this Article 8 is intended to limit any repairs, services or equipment covered under a warranty provided with the Vehicles and RK agrees to respond to all warranty claims and repairs promptly and with due diligence.
6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

RK:

R.K. Chevrolet, Inc.
2661 Virginia Beach Boulevard
Virginia Beach, VA 23452

County:

Fluvanna County
Attn: Ms. Victoria Melton
132 Main Street

Vehicle Purchase Agreement – x4 2023 Chevrolet Equinox AWL

Phone: (757) 486-2222
kstolle@rkautogroup.et

P.O. Box 540
Palmyra, VA 22963
Phone: (434) 591-1937

With a Copy to: Fluvanna Count Attorney
414 East Jefferson Street
Charlottesville, VA 22902; and

- 7. Other Terms. The County’s General Terms are attached hereto as Exhibit 3 and incorporated herein by reference as a material part of this Agreement.
- 8. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Vehicles. Additional or different terms proposed by the County shall not be applicable, unless accepted in writing by RK’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by RK’s authorized representative.
- 9. Conflict. Whenever possible the Agreement and exhibits shall be read together and the requirements of all of the same shall be met. In the event of a direct conflict between this Agreement and any exhibit hereto, the following shall be the order of precedence: (i) this Agreement; (ii) the Quote; (iii) the County’s General Terms; and (iv) the Cooperative Agreement. For clarification, (i) would control over (ii) though (iv); (ii) would control over (iii) and (iv); and so forth.

In witness hereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

RK:
R.K. Chevrolet, Inc.

County:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____	Date: _____	By: _____	Date: _____
Name: _____		Name: _____	
Title: _____		Title: _____	

APPROVED AS TO FORM:

Fluvanna County Attorney, by Kristina M. Hofmann, Deputy Fluvanna County Attorney



**Virginia Sheriffs' Association
Vehicle and Motorcycle Procurement Program
2022-2023 Rollover Agreement
Bid 22-05-0917R**

The Virginia Sheriffs' Association (VSA) has implemented Section 1.6 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the VSA has extended your contract for one additional year. VSA Vehicle and Motorcycle Bid 22-05-0917R will be effective October 9, 2022 through October 8, 2023.

This contract is awarded by dealership and zone and includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917R, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X 

Signature of Authorized Representative

X Ken Stolle

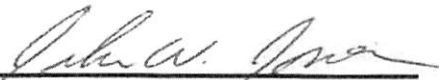
Printed Name of Authorized Representative

X RK Chevrolet

Contractor/Dealership Name (Please Print)

X 6-16-22

Date

X 

Signature of VSA Executive Director

X John W. Jones

Printed Name of VSA Executive Director

X 10/9/2022

Date




**Vehicle & Motorcycle Procurement Program
Contract Award Agreement
Bid 22-05-0917**

We are pleased to announce the Virginia Sheriffs' Association has successfully completed its statewide competitive award for vehicles and motorcycles effective October 9, 2021 through October 8, 2022.

Congratulations, your dealership has been included on the Association's specification contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions. Your dealership has been awarded all vehicles outlined in the attached document by dealership and zone. This contract award also includes all model code upgrades or downgrades listed in the Association's base model specifications.

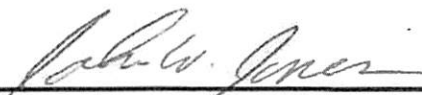
By the award of this contract based on your dealership's bid for Solicitation Number 22-05-0917, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

X 
Signature of Authorized Representative

X Ken Stolle
Printed Name of Authorized Representative

X RK Chevrolet
Contractor/Dealership Name (Please Print)

X 10-14-21
Date

X 
Signature of VSA Executive Director

X John W. Jones
Printed Name of VSA Executive Director

X 10/9/2021
Date

VSA Vehicle & Motorcycle Procurement - Bid 22-05-0917

Item Number and Vehicle	Awarded Dealer	Zones
Item: 1, Daimler, Sprinter Cab Chassis 3500XD 144"WB 6 Cylinder, MXCC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 2, Daimler, Sprinter Cab Chassis 4500 144"WB 6 Cylinder, M4CC44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 3, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Crew Cab, W3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 4, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Regular Cab, F3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 5, Ford, F-350 60 CA Chassis DRW XL 4x2 SD Super Cab 168" WB, X3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 6, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Crew Cab, W3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 7, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Regular Cab, F3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 8, Ford, F-350 60 CA Chassis DRW XL 4x4 SD Super Cab 168" WB, X3H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 9, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Crew Cab, W3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 10, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Regular Cab, F3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 11, Ford, F-350 60 CA Chassis SRW XL 4x2 SD Super Cab 168" WB, X3E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 12, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Crew Cab, W3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 13, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Regular Cab, F3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 14, Ford, F-350 60 CA Chassis SRW XL 4x4 SD Super Cab 168" WB, X3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 15, Ford, F-450 Chassis XL 4x2 SD Crew Cab - CA of 60, W4G	Sheehy Ford Lincoln of Richmond	No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 16, Ford, F-450 Chassis XL 4x2 SD Regular Cab - CA of 60, F4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 17, Ford, F-450 Chassis XL 4x2 SD Super Cab - CA of 60, X4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 18, Ford, F-450 Chassis XL 4x4 SD Crew Cab - CA of 60, W4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 19, Ford, F-450 Chassis XL 4x4 SD Regular Cab - CA of 60, F4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 20, Ford, F-450 Chassis XL 4x4 SD Super Cab - CA of 60, X4H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 21, Ford, F-550 Chassis XL 4x2 SD Crew Cab - CA of 60, W5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 22, Ford, F-550 Chassis XL 4x2 SD Regular Cab - CA of 60, F5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 23, Ford, F-550 Chassis XL 4x2 SD Super Cab - CA of 60, X5G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 24, Ford, F-550 Chassis XL 4x4 SD Crew Cab - CA of 60, W5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 25, Ford, F-550 Chassis XL 4x4 SD Regular Cab - CA of 60, F5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 26, Ford, F-550 Chassis XL 4x4 SD Super Cab - CA of 60, X5H	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 27, Ford, F-600 Chassis XL 4X2 SD Regular Cab - CA of 60, F6K	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 28, Ford, F-600 Chassis XL 4X4 SD Regular Cab - CA of 60, F6L	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 47, General Motors, Chevrolet 3500 Low-Cab Forward - Gas Regular Cab 109" WB, CP11003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 48, General Motors, Chevrolet 4500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 49, General Motors, Chevrolet 4500 Low-Cab Forward - Gas Regular Cab 109" WB, CP31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 50, General Motors, Chevrolet 4500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT41003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 51, General Motors, Chevrolet 5500 HD Low-Cab Forward - Diesel Regular Cab 109" WB, CT51003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 52, General Motors, Chevrolet 5500 XD Low-Cab Forward - Diesel Regular Cab 109" WB, CT61003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 53, General Motors, Chevrolet 6500 XD Low-Cab Forward - Diesel Regular Cab 152" WB, CT73203	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 54, General Motors, Chevrolet Express 3500 Cut-Away Work Van SRW 139" WB, CG33503	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 55, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Crew Cab (177" WB, 60" CA), CC31043	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 56, General Motors, Chevrolet Silverado 3500HD Chassis Cab 2WD Regular Cab (146" WB, 60" CA), CC31003	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 57, General Motors, Chevrolet Silverado 4500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 58, General Motors, Chevrolet Silverado 4500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 59, General Motors, Chevrolet Silverado 5500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 60, General Motors, Chevrolet Silverado 5500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 61, General Motors, Chevrolet Silverado 6500HD 2WD Crew Cab DRW (175" WB, 60" CA), CC56043	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 62, General Motors, Chevrolet Silverado 6500HD 2WD Regular Cab DRW (141" WB, 60" CA), CC56403	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 63, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X2 (172.4" WB - CA of 60"), DD3L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 64, Stellantis, Ram 3500 Tradesman Crew Cab Chassis 4X4 (172.4" WB - CA of 60"), DD8L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 65, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X2 (143.5" WB - CA of 60"), DD3L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 66, Stellantis, Ram 3500 Tradesman Regular Cab Chassis 4X4 (143.5" WB - CA of 60"), DD8L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 67, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X2 (173.4" WB - CA of 60"), DP4L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 68, Stellantis, Ram 4500 Tradesman Crew Chassis Cab DRW 4X4 (173.4" WB - CA of 60"), DP9L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 69, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X2 (144.5 in WB - CA of 60 in), DP4L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 70, Stellantis, Ram 4500 Tradesman Regular Chassis Cab DRW 4X4 (144.5" WB - CA of 60"), DP9L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 71, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X2 (173.4" WB - CA of 60"), DP5L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 72, Stellantis, Ram 5500 Tradesman Crew Cab Chassis 4X4 (173.4" WB - CA of 60"), DP0L93	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 73, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X2 (144.5" WB - CA of 60"), DP5L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 74, Stellantis, Ram 5500 Tradesman Regular Cab Chassis 4X4 (144.5" WB - CA of 60"), DP0L63	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 75, Stellantis, Ram Promaster Cab Chassis - 3500 Cab Chassis Low Roof (159" WB - CA of 104"), VF3L04	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 76, Ford, Escape SE Sport AWD Hybrid, U9B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 77, Ford, Escape SE Sport FWD Hybrid, U0B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 81, Ford, E-Transit T-350 Cargo Van High Roof Extended 148" WB, W3X	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Sheehy Ford Lincoln of Richmond	Colonial, Heritage, Chesapeake, No Delivery
Item: 82, Ford, E-Transit T-350 Cargo Van Low Roof Regular 130" WB, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 83, Ford, E-Transit T-350 Cargo Van Medium Roof Regular 130" WB, W9C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 84, Ford, E-Transit T-350 Chassis Cab Low Roof Extended 178" WB, W5Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 85, Ford, E-Transit T-350 Cutaway Low Roof Extended 178" WB, W5P	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 86, Ford, Explorer Limited HEV 4WD, K8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 87, Ford, Explorer Limited HEV RWD, K7F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 88, Ford, F-150 Crew Cab Lightning, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 89, Ford, F-150 SuperCrew Cab Hybrid 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 90, Ford, F-150 SuperCrew Cab Hybrid 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 91, Ford, Maverick Super Crew XL FWD, W8E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 92, Ford, Mustang Mach-E AWD, K1S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 93, Ford, Mustang Mach-E RWD, K1R	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 93, Ford, Mustang Mach-E RWD, K1R	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 94, Ford, Police Interceptor Hybrid, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 95, General Motors, Chevrolet Bolt EUV, 1FF48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 96, General Motors, Chevrolet Bolt LT, 1FB48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 97, Nissan, Leaf S - 40kWh, 17012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 98, Stellantis, Chrysler Pacifica Hybrid Touring, RUEH53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 99, Stellantis, Jeep Wrangler 4xe, JLP74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 117, Harley-Davidson, Pan America, RA1250S	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 118, Harley-Davidson, Police, FLHP Road King	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 119, Harley-Davidson, Police, FLHTP Electra Glide	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 120, Harley-Davidson, Police, XL883L Sportster	Richmond Harley Davidson	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 122, General Motors, Chevrolet Malibu 1FL LS, 1ZC69	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 123, General Motors, Chevrolet Spark LS CVT 1SB, 1DR48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 124, Nissan, Altima Sedan 2.5S FWD, 13112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 125, Nissan, Altima Sedan 2.5SL FWD, 13712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 126, Nissan, Altima Sedan 2.5SR FWD, 13512	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 127, Nissan, Altima Sedan 2.5SV FWD, 13312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 128, Nissan, Maxima SV, 16112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 128, Nissan, Maxima SV, 16112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 129, Nissan, Sentra S, 12012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 130, Nissan, Versa S CVT, 10112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 131, Stellantis, Chrysler 300 Touring, LXCH48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 132, Stellantis, Dodge Challenger SXT - AWD, LAEH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 133, Stellantis, Dodge Challenger SXT - RWD, LADH22	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 134, Stellantis, Dodge Charger SXT Sedan - AWD, LDES48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 135, Stellantis, Dodge Charger SXT Sedan - RWD, LDDM48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 139, Ford, Police Interceptor Utility AWD - 3.3 Gas Engine, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 140, Ford, Police Interceptor Utility AWD - Ecoboost, K8A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Haley Ford South	Dogwood, Colonial, Heritage, No Delivery
Item: 141, Ford, Police Rated Responder - F-150 4X4, W1P	Hall Automotive, LLC	Chesapeake, No Delivery
Item: 142, General Motors, Chevrolet Tahoe 1500 Full Size Police Rated Utility 2WD, CC10706/9C1	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 143, Stellantis, Dodge Charger Full Size Police Rated Sedan - AWD - 3.6L V6, LDEE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 144, Stellantis, Dodge Charger Full Size Police Rated Sedan - RWD - 5.7 liter Hemi V8, LDDE48	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 145, Stellantis, Dodge Durango Pursuit AWD, WDEE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 146, Ford, Expedition XL SSV 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 147, Ford, Expedition XL SSV 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 148, General Motors, Chevrolet Bolt EUV Special Service Vehicle (SSV), 1FF48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 149, General Motors, Chevrolet Bolt EV Special Service Vehicle (SSV), 1FB48/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 150, General Motors, Chevrolet Silverado 1500 Short Bed SSV 2WD, CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 151, General Motors, Chevrolet Tahoe 1500 Full Size Special Service Utility 4WD, CK10706/5W4	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 152, Stellantis, Dodge Durango Special Service - RWD, WDDE75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 153, Stellantis, Ram 1500 Special Service Crew Cab 4X4 5.7L Hemi V8, DS6T98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 154, Ford, Bronco Sport, R9A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 155, Ford, Ecosport S 4x4, S3F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 156, Ford, Ecosport S FWD, S2F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 157, Ford, Ecosport SE 4x4, S2G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 157, Ford, Ecosport SE 4x4, S2G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 158, Ford, Ecosport SE FWD, S3G	Sheehy Ford Lincoln of Richmond	Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 159, Ford, Edge SE AWD, K4G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 161, Ford, Escape S - FWD, U0F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 162, Ford, Escape S 4x4, U9F	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 163, Ford, Escape SE - 4X4, U9G	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 164, Ford, Expedition XL 4X2, U1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 165, Ford, Expedition XL 4X4, U1G	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 166, Ford, Explorer 4X4 2.3L, K8B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 167, Ford, Explorer RWD 2.3L, K7B	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 168, Ford, Explorer XLT 4X4 2.3L, K8D	Haley Ford South	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 169, Ford, Explorer XLT RWD 2.3L, K7D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 170, General Motors, Chevrolet Blazer FWD LT, 1NK26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 171, General Motors, Chevrolet Equinox - FWD - LS, 1XP26	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 172, General Motors, Chevrolet Suburban 2WD - 1FL, CC10906	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 173, General Motors, Chevrolet Tahoe 2WD 1FL, CC10706	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 174, General Motors, Chevrolet Trailblazer FWD LS, 1TR56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 175, General Motors, Chevrolet Traverse FWD LS, 1NB56	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 176, General Motors, Chevrolet Trax LS AWD, 1JR76	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 177, Nissan, Armada S 4x2, 26712	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 178, Nissan, Armada SL 4x2, 26312	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 179, Nissan, Armada SV 4x2, 26112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 180, Nissan, Kicks S, 21012	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 181, Nissan, Murano S FWD, 23112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 182, Nissan, Pathfinder S 2WD, 25112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 183, Nissan, Rogue S - FWD, 22112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 184, Nissan, Rogue Sport S - FWD, 27112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 185, Stellantis, Dodge Durango SXT - AWD, WDEL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 186, Stellantis, Dodge Durango SXT - RWD, WDDL75	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 187, Stellantis, Jeep Cherokee - Latitude 4X4, KLJM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 188, Stellantis, Jeep Cherokee - Latitude FWD, KLTM74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 189, Stellantis, Jeep Compass Sport 4x4, MPJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 190, Stellantis, Jeep Compass Sport FWD, MPTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 191, Stellantis, Jeep Grand Cherokee Laredo 4x2, WKTH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 192, Stellantis, Jeep Grand Cherokee Laredo 4X4, WKJH74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 193, Stellantis, Jeep Renegade Sport 4x2, BVTL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 194, Stellantis, Jeep Renegade Sport 4x4, BVJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 195, Stellantis, Jeep Wrangler 2 Door Sport, JLJL72	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 196, Stellantis, Jeep Wrangler 4 Door Sport, JLJL74	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 200, Ford, F-150 Regular Cab 4x2 122.5" WB, F1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 201, Ford, F-150 Regular Cab 4x4 122.5" WB, F1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 202, Ford, F-150 Super Cab 4x2 145" WB, X1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 203, Ford, F-150 Super Cab 4x4 145" WB, X1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 204, Ford, F-150 SuperCrew Cab XL 4x2 145" WB, W1C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 205, Ford, F-150 SuperCrew Cab XL 4x4 145" WB, W1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 206, Ford, F-250 Short Bed XL 4x2 SD Crew Cab, W2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 207, Ford, F-250 Short Bed XL 4x2 SD Super Cab, X2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 208, Ford, F-250 Short Bed XL 4x4 SD Crew Cab, W2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 209, Ford, F-250 Short Bed XL 4x4 SD Super Cab, X2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 210, Ford, F-250 XL 4x2 SD Regular Cab, F2A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 211, Ford, F-250 XL 4x4 SD Regular Cab, F2B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 212, Ford, F-350 XL 4x2 SD Crew Cab Pick-up 8' Box, 176" WB, DRW, W3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 213, Ford, F-350 XL 4x2 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 214, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` box 142" WB DRW, F3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 215, Ford, F-350 XL 4x2 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 216, Ford, F-350 XL 4x2 SD Super Cab Pick-up 8` Box 164" WB DRW, X3C	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 217, Ford, F-350 XL 4x2 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3A	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 218, Ford, F-350 XL 4x4 SD Crew Cab Pick-up 8` Box, 176" WB, DRW, W3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 219, Ford, F-350 XL 4x4 SD Crew Cab Pick-up Short Bed, 160" WB, SRW, W3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 220, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB DRW, F3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 221, Ford, F-350 XL 4x4 SD Regular Cab Pick-up 8` Box 142" WB SRW, F3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 222, Ford, F-350 XL 4x4 SD Super Cab Pick-up 8` Box 164" WB DRW, X3D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 223, Ford, F-350 XL 4x4 SD Super Cab SRW Pick-up, Short Bed, 148" WB, X3B	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 224, Ford, F-450 XL 4x4 SD Crew Cab Pick-up - CA of 56, DRW, W4D	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 225, Ford, Maverick Super Crew XL AWD, W8F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 226, Ford, Ranger XL Crew Cab 4x2, R4E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 227, Ford, Ranger XL Crew Cab 4x4, R4F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 228, Ford, Ranger XL Super Cab 4x2, R1E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 229, Ford, Ranger XL Super Cab 4x4, R1F	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 230, General Motors, Chevrolet Colorado 4x2 Crew Cab 128.3" WB, 12M43	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 231, General Motors, Chevrolet Colorado 4x2 Extended Cab 128.3" WB, 12M53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 232, General Motors, Chevrolet Silverado 1500 Crew Cab 2WD (Standard Bed 147.4" WB), CC18543	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 233, General Motors, Chevrolet Silverado 1500 Double Cab 2WD 147" WB (Standard Bed 147.4" WB), CC18753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 234, General Motors, Chevrolet Silverado 1500 Regular Cab RWD (Long Bed 139.6" WB), CC18903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 235, General Motors, Chevrolet Silverado 2500HD Crew Cab 2WD (Standard Bed 158.9" WB), CC20743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 236, General Motors, Chevrolet Silverado 2500HD Double Cab 2WD (Standard Bed 149.4" WB), CC20753	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 237, General Motors, Chevrolet Silverado 2500HD Regular Cab 2WD (Long Bed 141" WB), CC20903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 238, General Motors, Chevrolet Silverado 3500HD Crew Cab 2WD SRW (Standard Bed 158" WB), CC30743	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 239, General Motors, Chevrolet Silverado 3500HD Double Cab 2WD SRW (Long Bed 162" WB), CC30953	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 240, General Motors, Chevrolet Silverado 3500HD Regular Cab 2WD SRW (Long Bed 141" WB), CC30903	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 241, Nissan, Frontier Crew Cab S 2WD 6 Cylinder, 32112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 242, Nissan, Frontier King Cab S 2WD 6 Cylinder, 31112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 243, Nissan, Titan S Crew Cab 2WD Shortbed, 38112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 244, Nissan, Titan S King Cab 2WD, 37112	Hart Nissan	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 245, Stellantis, Jeep Gladiator Sport 4x4, JTJL98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 246, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X2 140" WB - 5' 7" Bed, DS1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 247, Stellantis, Ram 1500 Classic Tradesman Light Duty Crew Cab 4X4 140" WB - 5' 7" Bed, DS6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6'4" Box, DS1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 248, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X2 140" WB - 6'4" Box, DS1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6'4" Box, DS6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 249, Stellantis, Ram 1500 Classic Tradesman Light Duty Quad Cab 4X4 140" WB - 6'4" Box, DS6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5'7" Box, DS1L61	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 250, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X2 120.5" WB - 5'7" Box, DS1L61	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5'7" Box, DS6L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 251, Stellantis, Ram 1500 Classic Tradesman Light Duty Regular Cab 4X4 120.5" WB - 5'7" Box, DS6L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 252, Stellantis, Ram 1500 HFE Crew Cab 4x2 (144.5 in WB 5' 7" box), DTE198	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5' 7" box), DT1L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 253, Stellantis, Ram 1500 Tradesman Crew Cab 4X2 (144.5 in WB 5' 7" box), DT1L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5' 7" box), DT6L98	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 254, Stellantis, Ram 1500 Tradesman Crew Cab 4X4 (144.5 in WB 5' 7" box), DT6L98	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6' 4" box), DT1L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 255, Stellantis, Ram 1500 Tradesman Quad Cab 4X2 (140 in WB 6' 4" box), DT1L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6' 4" box), DT6L41	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 256, Stellantis, Ram 1500 Tradesman Quad Cab 4X4 (140 in WB 6' 4" box), DT6L41	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 257, Stellantis, Ram 2500 Regular Cab 4X2 140" WB - 8ft. Box, DJ2L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 258, Stellantis, Ram 2500 Regular Cab 4X4 140" WB - 8ft. Box, DJ7L62	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6' 4" box), DJ2L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 259, Stellantis, Ram 2500 Tradesman Crew Cab 4X2 (149 in WB 6' 4" box), DJ2L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6' 4" box), DJ7L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 260, Stellantis, Ram 2500 Tradesman Crew Cab 4X4 (149 in WB 6' 4" box), DJ7L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6'4" Box, D23L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 261, Stellantis, Ram 3500 Tradesman 4X2 Heavy Duty Crew Cab 149" - WB 6'4" Box, D23L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149" WB - 6'4" Box, D28L91	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 262, Stellantis, Ram 3500 Tradesman 4X4 Heavy Duty Crew Cab 149" WB - 6'4" Box, D28L91	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 271, Daimler, Metris Cargo Van, MMCA2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 272, Daimler, Metris Passenger Van, MMPV2G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 273, Daimler, Sprinter Cargo Van 2500 144" WB 6 Cylinder, M2CA4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 274, Daimler, Sprinter Cargo Van 3500 144" WB 6 Cylinder High Roof, M3CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 275, Daimler, Sprinter Cargo Van 3500XD 144" WB 6 Cylinder - Standard Roof, MXCA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 276, Daimler, Sprinter Cargo Van 4500 144" WB 6 Cylinder - High Roof, M4CA44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 277, Daimler, Sprinter Crew Van 2500 144" WB 6 Cylinder Gas - Standard Roof, M2CV4G	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 278, Daimler, Sprinter Crew Van 3500 144" WB - Standard Roof, M3CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 279, Daimler, Sprinter Crew Van 3500XD 144" WB - Standard Roof, MXCV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 280, Daimler, Sprinter Crew Van 4500 144" WB - Standard Roof, M4CV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 281, Daimler, Sprinter Passenger Van 2500 144" WB 6 Cylinder - High Roof, M2PV44	Mercedes Benz of Hampton	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 282, Ford, Crew Transit Van 150 RWD, E1Z	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 283, Ford, Transit 150 XL 8 Passenger Low Roof Wagon, K1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 284, Ford, Transit 350 XL 12 Passenger Low Roof Wagon, X2Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 285, Ford, Transit Connect XL 7 Passenger Wagon, S9E	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 286, Ford, Transit Connect XL Standard Roof Long Wheelbase Cargo Van, S7S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 287, Ford, Transit Connect XL Standard Roof Short Wheelbase Cargo Van, S6S	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 288, Ford, Transit T-150 Low Roof Cargo Van - RWD, E1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 289, Ford, Transit T-250 130" WB Low Roof Cargo Van - RWD, R1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Sheehy Ford Lincoln of Richmond	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 290, Ford, Transit T-350 130" WB Low Roof Cargo Van - RWD, W1Y	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 291, General Motors, Chevrolet Express 2500 1WT 135" Cargo Van, CG23405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 292, General Motors, Chevrolet Express 2500 LS 135" Passenger Van, CG23406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery

Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 293, General Motors, Chevrolet Express 3500 1WT 135" Cargo Van, CG33405	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	RK Chevrolet Inc	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 294, General Motors, Chevrolet Express 3500 LS 135" Passenger Van, CG33406	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 295, Stellantis, Chrysler Voyager LX, RUCL53	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 296, Stellantis, Ram Promaster 1500 Cargo Van Low Roof 118" WB, VF1L11	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 297, Stellantis, Ram Promaster 2500 Cargo Van Low Roof 136" WB, VF2L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 298, Stellantis, Ram Promaster 3500 Cargo Van Low Roof 136" WB, VF3L12	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Hall Automotive, LLC	Dogwood, Colonial, Heritage, Chesapeake, No Delivery
Item: 299, Stellantis, Ram Promaster City Tradesman Cargo Van 122.4 IN WB, VMDL51	Dominion of Bedford	Dogwood, Colonial, Heritage, Chesapeake, No Delivery



Virginia Sheriffs' Association

Vehicle and Motorcycle Procurement Program

Invitation for Bids

901 East Byrd Street – Suite 1301
Richmond, Virginia 23219
Main Number – (804) 225-7152
Facsimile – (804) 225-7162

Contact:

Jason Bennett
919-459-8195
jbennett@virginiasheriffs.org

Kaylyn Mitman
919-459-6471
kmitman@virginiasheriffs.org

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

Section I

Pre-Bid Procedures

1.0 PURPOSE

The Virginia Sheriffs' Association (VSA) invites interested vendors, including Dealers, to submit responses in accordance with these solicitation documents. The Virginia Sheriffs' Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this Invitation for Bids is to establish a contract with manufacturer's authorized dealers for the purpose of providing vehicles, motorcycles, and equipment on a "no trade-in basis" to members of the VSA.

Trade-ins are not addressed in this Program. If an agency has a desire to offer vehicles/motorcycles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this Program.

1.1 THE VIRGINIA PUBLIC PROCUREMENT ACT

The VSA is not a "public body." However, for the purposes of this agreement, the Virginia Sheriffs' Association will follow the intent and spirit of the Virginia Public Procurement Act (VPPA), Section 2.2-4300 *et seq.* of the Code of Virginia 1950, as amended, except as otherwise specified in this Program.

1.2 JOINT AND COOPERATIVE PROCUREMENT

According to Virginia Code, Chapter 636 §2.2-4304, any Virginia public body may participate in, sponsor, or purchase from the cooperative purchasing contract of the Virginia Sheriffs' Association for the purpose of increasing efficiency or reducing administrative expenses in any acquisition of goods.

The VSA, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the VSA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a VSA contract.

The VSA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

1.3 DEFINITIONS

The following terms are defined as follows:

- a) Vehicle and Motorcycle Procurement Program (VMPP) – A program managed by the Virginia Sheriffs' Association for the purpose of providing public procurement of quality goods (motor vehicles, motorcycles and equipment) to support effective and efficient government ensuring the prudent use of public funds. The primary goals of the VMPP are:
 - Providing efficient delivery of products and services;
 - Obtaining best value through competition;
 - Offering fair and equitable competitive contracting opportunities for suppliers; and
 - Maintaining public confidence through ethical and transparent procurement practices.
- b) Contract Administrator – A Virginia Sheriffs' Association representative who is responsible for the procurement process and the administering of the resulting contracts for the Vehicle and Motorcycle Procurement Program.
- c) Cooperative Bid Coordinator – A Virginia Sheriffs' Association representative who is responsible for the day-to-day operations of the Vehicle and Motorcycle Procurement Program.
- d) Vehicle and Motorcycle Procurement Advisory Committee (VPAC) – A body composed of sheriffs, sheriffs' office staff members, and employees of other local governmental agencies in Virginia, and any other person who the VSA identifies as subject matter experts that will assist with the development of bid specifications and evaluation of bid responses.
- e) Contractor – The bidder that has been awarded a contract and agrees to sell vehicles, motorcycles and equipment under the requirements, specifications, and the Invitation for Bids (IFB), to eligible Customers, as defined herein.
- f) Customer – An eligible Customer as defined in Section 1.5.
- g) VendorLink – The Virginia Sheriffs' Association's Bid Award System located <https://www.myvendorlink.com/common/login.aspx> which is the online system created for the submission of all bids, required documents and tabulation of bid results for the specifications contained herein.

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- h) Invitation for Bids – A solicitation document used in the competitive sealed bidding procedure.
- i) Bid – the response submitted by a bidder to an Invitation for Bids.
- j) Responsible Bidder – means an equipment or vehicle/motorcycle dealer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
- k) Responsive Bidder – means an equipment or vehicle/motorcycle dealer who has submitted a bid that conforms to the requirements of the Invitation for Bids.
- l) Zones – Predetermined regions within Virginia that are used to calculate delivery fees for bidding purposes. (See Zone Map)
- m) VSA Vehicle/Motorcycle Specification Notebook – A resource notebook provided to dealers that contains all vehicle/motorcycle specifications.
- n) Add Option – A product or service provided by the vehicle/motorcycle manufacturer.
- o) Fleet Final Order Date – The model year cutoff date by which vehicles/motorcycles must be ordered as set forth by the manufacturer.
- p) Upfitter – An individual or business who installs non-factory options on a vehicle, motorcycle, or equipment.
- q) Subcontractor or 3rd Party – An individual or business that contract to perform part or the entirety of another individual or business's contract.

The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the VSA. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer, or agent of the VSA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VSA and Contractor.

- r) MSRP – The manufacturer's suggested retail price, which represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP lists for use in the submission of bids and the resulting contract:

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- 1) Manufacturer's computer printouts; Ford – DORA, General Motors – GM AUTOBOOK; or approved equivalent
- 2) Chrome Systems, Inc.'s PC Carbook (for instance, PC Carbook Plus and PC Carbook Fleet Edition)
- 3) Manufacturer's Annual US Price Book
- 4) Manufacturer's official website
- 5) Edmunds (no subscription required)

(Note some of the above resources require a paid subscription)

- s) Special Service Vehicle/Motorcycles (SSV) – Specialized vehicles/motorcycles that are generally heavier duty vehicles/motorcycles that may come with specialized option packages that are used for specific tasks but are not recommended by the manufacturer for use as pursuit vehicles/motorcycles.

1.4 COOPERATIVE PROCUREMENT

This procurement program is being conducted by the VSA in accordance with the provisions of the Code of Virginia, Section 2.2-4304, as amended except as modified herein. The VSA, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the VSA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a VSA contract.

The VSA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

1.5 ELIGIBLE CUSTOMERS OF VMPP

The VMPP is available to all Virginia public bodies.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Contractor/dealers are governed by their manufacturer's agreement. See also Section 1.8 Funding.

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1.6 TERM OF CONTRACT

If awarded, a contract shall remain in effect for a one-year period or until the next official VSA contract is awarded. A contract may be renewed by mutual agreement between the VSA and the Contractor, at the sole option and discretion of the VSA, for up to two additional consecutive years, on a year-to-year basis.

The VSA will award one contract that will remain in effect for one (1) year from the date of contract execution by the VSA Contract Administrator.

Contract renewals will only be executed when conditions indicate it is in the best interest of the VSA and the Customers.

In the event that a contract is continued beyond the term provided by mutual consent the contract may be extended up to 180 days at the discretion of the VSA, shall be carried out on a month-to-month basis only, and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

If the successful bidder is awarded a contract under this IFB, the prices quoted by the successful bidder on the bid forms shall remain fixed and firm during the term of the contract unless determined by the Contract Administrator that a change in price is in the best interest of the program.

Any approved price increases must be in accordance with §3.7 of this Invitation for Bids.

1.7 SHERIFFS' PURCHASING AUTHORITY

The sheriff does not necessarily have independent statutory authority to contract on behalf of or bind the resources of the county or city unless delegated this authority by the local governing body. Therefore, it may be necessary for the sheriff and/or an appropriate official of the local public body to sign any necessary agreements between the Contractor and Customer.

1.8 FUNDING

The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the public body's fiscal year, are subject to approval and ratification by the governing body and appropriations by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

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1.9 COMMUNICATIONS

Communications between a bidder, its representative(s) and the VSA are limited to matters of process or procedure. Requests for additional information or clarifications must be made through electronic communication to the VSA Contract Administrator no later than ten (10) calendar days prior to the scheduled bid opening date; all electronic communication must be sent to jbennett@virginiasheriffs.org.

During this Invitation for Bids period, all questions/communication will only be accepted through electronic communication directly to the VSA Contract Administrator. All electronic communication should be addressed to jbennett@virginiasheriffs.org. All questions and communications, and their associated responses will be posted to the VSA Procurement website.

The VSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for submitting a bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation for Bids or in any written addendum to this IFB. Bidders should verify with the VSA Contract Administrator prior to submitting a bid that all addenda have been received.

1.10 CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

A. The VSA shall include in every written contract a provision that a contractor organized as a stock or nonstock 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 or as otherwise required by law. Refer to The Virginia State Corporation Commission Registration Information Form.

B. Any bidder described in subsection A 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 chief executive of a local public body.

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C. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

D. The VSA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

1.11 VEHICLES/MOTORCYCLES, LICENSED DEALER

Bidders must be licensed with the Virginia Motor Vehicle Dealer Board at the time of bid submission. Proof of membership is required at the time of a bidder's electronic bid submission.

1.12 REFERENCES

Bidders shall furnish the names, addresses, and telephone numbers on company letterhead of a minimum of five (5) firms or government organizations for which the Contractor is currently providing or has provided similar services. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt from this requirement if they can demonstrate to the satisfaction of the VSA Contract Administrator that they have the appropriate facility, staffing, and financial resources to support the contract should they receive an award. See Section 1.13 Bidder Qualifications.

1.13 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders to the Virginia Sheriffs' Association's Vehicle and Motorcycle Procurement Program (VMPP) must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service and provide the specified good. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in its bid; has not had sustained claims filed against the bidder or the bidder's firm; and has provided similar type products or services previously. The evidence also will consist of listings of contracts for similar products or services that have been provided to public and private sector clients and letter(s) from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer. See Section 1.21 Submittal of Bid.

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1.14 DRUG FREE WORKPLACE

This provision only applies to contracts valued in excess of \$10,000:

During the performance of this contract, the contractor agrees to:

- (i) provide a drug-free workplace for the contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

1.15 EMPLOYMENT DISCRIMINATION

The bidder certifies that he/she is in compliance with all local, state, and federal laws, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin or other protected categories.

1.16 COMPLIANCE

- 1) All public bodies shall provide in every written contract that the contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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2) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock 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 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

C. Any bidder described in subsection B 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 Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

1.17 LATE BIDS

Any electronic bid(s) received after the time and date specified on the IFB Calendar will be rejected by the VSA and the VendorLink System and all documentation will be returned to the bidder unopened. An electronic bid is considered received by

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the VSA when a bidder saves its base vehicle/motorcycle and option pricing, and all required documents on the VendorLink website. All electronic bids are final at the date and time the VendorLink website closes.

The responsibility for submitting an electronic bid before the stated time and date deadline is solely and strictly the responsibility of the bidder. The VSA is not responsible for delays caused by any occurrence.

Each bidder is responsible for ensuring that his or her electronic bid is submitted before the deadline outlined in the IFB Calendar. If an electronic bid is not submitted by the bid due date and time specified on the IFB Calendar, the bid is rejected.

1.18 BID SUBMISSION

Electronic Bid – As noted on the published IFB Calendar, all electronic bid submissions must be submitted through the VendorLink system before electronic bid closing.

All electronic bids will remain sealed until the time of the public bid opening, as published on the IFB calendar. At this time, all submitted bids will be read aloud. The only bids read aloud will be those submitted electronically through the VendorLink system.

1.19 VendorLink

VendorLink is the Virginia Sheriffs' Association's Bid Award System. Access to the system requires a login and user password. To obtain a login and password, bidders must complete an annual registration provided through VendorLink.

All prospective bidders are encouraged to download and review the bid submission checklist and reference guide located on the VendorLink website each year to obtain the most current terms and conditions of the contract as well as instructions for entering bid specifications and pricing.

Questions regarding the use of the VendorLink website, including those regarding VendorLink username and passwords, should be addressed to Kaylyn Mitman at kmitman@virginiasheriffs.org.

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1.20 VSA COMMISSION FEES FOR ALL SPECIFICATIONS

Bidders must include a three-quarters-of-one percent (.0075) commission fee in their base bid prices, and their quotes and pricing for all additional equipment items (Add Options), excluding any state regulated fees including tags. The three quarters of one percent fee will be incorporated into, and made a part of, the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new vehicle, motorcycle or piece of equipment. No other commission fee(s) will be applicable to any transaction relative to the contract.

1.21 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Virginia Sheriffs' Association's Bid Award System (VendorLink).

Bidders must bid a requested VSA option by first offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items, then it must be indicated in VendorLink in the option line and verifiable via audit. If the package offered to satisfy the request requires another factory option, then that factory option must also be indicated and referenced. If the item is a package and available as a free-flowing option to the base vehicle/motorcycle, then the manufacturer's MSRP governs and becomes the ceiling price. If the item is a package that changes the manufacturer's model number, then the recognized MSRP computation will govern and define the ceiling price.

Bid prices are to be rounded down to the nearest dollar. Bids can be entered more than once, however, only the last bid entered into the VendorLink system before the bid solicitation is closed will be considered in the award process.

For information on late bids please refer to §1.17 LATE BIDS.

The Specifications and Bid Form, available on the VendorLink website, must be completed with the dealership name, contact person, telephone number and mobile phone number.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through VendorLink. If a dealership is bidding on separate

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vehicles/motorcycles from different manufacturers, the dealership must submit separate bid packages for each manufacturer.

Bid packages not including all required documentation, listed below, may result in a bidder's disqualification from the bidding process. See section 1.23 – Responsiveness to the Requirements of the IFB.

The bid package must include:

- Invitation for Bids Cover Page. Bidder must complete the Cover Page in its entirety and must indicate by signature on the form that the bidder has read and understands the provisions contained in this Invitation for Bids.
- Proof of membership with the Virginia Vehicle Dealer Board
- Specifications and Bid Form
- The Virginia State Corporation Commission Registration Information Form
- The VSA Vehicle Procurement Program's Drug Free Workplace Form
- Insurance Checklist
- Manufacturer Certification Form
- A printed copy of the submitted bid (printed after final electronic bid submission takes place)
- Manufacturer's print out (Ford – "Dora"; General Motors – "GM Autobook"; or approved equivalent) for each vehicle or motorcycle on which a bid is submitted. The manufacturer's print-out shall indicate an order code for the manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle/motorcycle as outlined in the Invitation for Bids. Dealer installed aftermarket components are required to meet the base vehicle/motorcycle specified and must be identified, in writing, on the manufacturer's printout.
- For specifications that do not produce a manufacturer's print-out, the bid package must include manufacturer's documentation that includes standard

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equipment and such other information that provides verification that such item meets the base specifications.

- Pricing sheet for emergency vehicle/motorcycle lighting (when applicable)
- By virtue of its bid submission, bidder acknowledges its obligation to sell vehicles/motorcycles in all Zones for which it is awarded.

1.22 PUBLIC BID OPENING PROCESS AND ELECTRONIC POSTING OF BIDS

Sealed bids will be opened at the date, time, and place indicated in the IFB Calendar and will be evaluated thereafter. Bidders may attend, but it is not a requirement.

The VSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the VendorLink website according to the timetable outlined in the IFB Calendar.

If the posting of the initial bid tabulation results is delayed, the VSA Cooperative Bid Coordinator will send electronically a message to all bidders a notice of the delay and will give a revised date for posting of results.

1.23 RESPONSIVENESS TO THE REQUIREMENTS OF THE IFB

All bids will be evaluated to determine the responsiveness to the requirements of the IFB. Bids that do not meet all requirements of this solicitation, or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

A bidder must have the necessary facilities, personnel, and expertise, and must be prepared, if requested by the VSA Contract Administrator, to present evidence of such experience, including evidence of EVT certified technicians to perform installation of emergency lighting for applicable specifications.

The VSA Contract Administrator reserves the right to investigate or inspect at any time during the evaluation period, and the contract period, whether the product, qualifications, or facilities offered by the bidder meet the contract requirements.

Bidders, whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements

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of the contract may be rejected. The VSA Contract Administrator may use discretion in determining which bids meet the requirements of this solicitation, and which respondents are responsive and responsible.

The VSA Contract Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, in whole or in part; and/or make or limit awards either as individual items or as a total combined bid; and to waive any informality if determined that doing so will serve the best interest of the VSA and other public bodies of the Commonwealth of Virginia. The VSA Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents.

1.24 BASIS FOR AWARD

The VSA Contract Administrator will award the contract to the lowest responsive and Responsible Bidder by specification, by manufacturer, and by zone.

The Add Options in the IFB shall be for informational purposes only. See Section 1.58 Option Pricing for additional criteria.

The VSA reserves the right to make multiple awards if deemed in the best interest of the VSA.

1.25 ZONE BIDDING

Bidders are allowed to direct their bid to one or more geographic Zones depicted on the zone map. A space within the bid section for each specification in VendorLink is provided for the bidder to indicate zone bidding. In the absence of any indication to the contrary, all bids will be considered statewide. In addition to the four Zones, as indicated on the zone map, all dealers will have a fifth option to bid in a separate category that will not charge the Customer a delivery fee.

1.26 TAX EXEMPTIONS FOR CUSTOMERS

All state and federal tax exemptions applicable to the units of public bodies of the Commonwealth of Virginia will apply. It is the Customer's responsibility to comply with any federal, state, and local tax requirements.

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1.27 TAX EXEMPTIONS FOR THE VSA

The VSA is a 501(c) (6) organization and exempt from all Federal Excise and State Taxes. The association's tax id number is 54-1020904.

1.28 SPECIFICATIONS

All vehicles, motorcycles and equipment listed in the VSA Vehicle and Motorcycle Specifications Notebook shall be the manufacturer's current basic production model, and shall, at a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification and not on any variation of the specifications.

All vehicles, motorcycles and equipment offered to satisfy an Invitation for Bids must be designed, constructed, and installed to be fully suitable for their intended use and service.

All current contract year vehicle and motorcycle specifications can be found in the VSA Vehicle and Motorcycle Specification Notebook and on the VendorLink website.

1.29 POLICE RATED VEHICLES

Police rated vehicles are vehicles that have been reviewed by one or more of the nationally recognized authorities (see below) on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit rated."

These evaluations have not been confirmed or independently verified by the VSA and are not designed to recommend a particular product to a Customer but to serve as a resource of information on vehicles which are currently being offered for police service. To see the full detailed report, utilize the links below.

The level of importance placed on these evaluations is a subjective decision which should be made by each Customer based upon that Customer's needs.

For the purpose of this bid specification the recognized authorities are as follows:

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STATE OF MICHIGAN

Department of State Police and Department of Technology, Management and Budget

Police Vehicle Evaluation Program

http://www.michigan.gov/documents/msp/VehicleTestBook2014_448152_7.pdf

LOS ANGELES SHERIFF'S DEPARTMENT

Law Enforcement Vehicle Test and Evaluation Program

http://shq.lasdnews.net/shq/vehicle_testing/2014_vehicle.pdf

1.30 VEHICLES AND MOTORCYCLES

Vehicle/motorcycle shall meet all applicable Federal, Commonwealth of Virginia, and OSHA safety requirements.

Inspection as required by Title 46.1, Chapter 4, Article 10 of the Code of Virginia shall be performed by dealer prior to delivery.

Service preparation shall be performed by the dealer, according to manufacturer's specifications. If vehicles/motorcycles are delivered without proper dealer preparation, it shall be the dealer's responsibility to pick up, service and re-deliver.

Dealer logos of any type shall not be allowed on vehicles/motorcycles purchased.

Any previous or current safety issues concerning recalls by the manufacturer must be addressed prior to delivery and acceptance of vehicles/motorcycles.

1.31 FACTORY ORDERED OPTIONS

All factory ordered options are to be "original equipment manufacturer (OEM) and factory installed" unless otherwise noted by the Contractor and acknowledged in writing by both the Contractor and the Customer. Verbal agreements will not be recognized.

1.32 FEDERAL AND STATE VEHICLE/MOTORCYCLE MANUFACTURING STANDARDS

In addition to the equipment set out by the specifications listed in the VSA Specifications Notebook, vehicles/motorcycles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles,

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motorcycles and equipment offered to satisfy this Invitation for Bids must comply with all Environmental Protection Agency emission standards, federal motor vehicle safety standards as established by the US Department of Transportation, National Highway Transportation Safety Administration, regarding the manufacture of motor vehicles/motorcycles.

1.33 EXECUTION OF BID

The bid must contain a manual signature of a dealership's authorized representative in the space provided on the Invitation for Bids Cover Page. Failure to properly sign and submit the Invitation for Bids Cover Page will invalidate the bidder's submission and it shall NOT be considered for award. All bid forms must be completed in pen and ink or typewritten.

Vehicle and Motorcycle specifications CANNOT be changed or altered in any way. Altered bids will not be considered after the VendorLink system closes for bids. If a clarification of the submitted bid is required, the request for clarification shall be in electronic format and should be addressed to jbennett@virginiasheriff.org.

1.34 NO BID

If a dealer is not submitting a bid the dealer should respond to the VSA by returning the No Bid Form and explain the reason for not bidding.

1.35 MISTAKES

Mistakes discovered following bid opening but prior to award:

If there is a significant and obvious disparity between the prices of the lowest apparent Responsive Bidder and other bidders, the low bidder may be contacted by the VSA to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the VSA, the bid may be withdrawn and not re-bid in accordance with the withdrawal procedure provided herein.

Mistakes discovered after award:

Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order, unless determined otherwise by the Contract Administrator.

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1.36 CONDITION AND PACKAGING

Any item offered or shipped shall be the latest new and current model offered (most current production model at the time of this Invitation for Bids). All shipping containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.37 UNDERWRITERS' LABORATORIES (UL)

Unless otherwise stipulated in the IFB, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listed where such has been established by U.L. for the item(s) offered and furnished.

1.38 EQUIVALENTS

Unless otherwise provided in the Invitation for Bids, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the VSA 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.

1.39 GOVERNING LAW

In event of any dispute under the Program the parties agree to the exclusive jurisdiction of the Circuit Court of the City of Williamsburg and County of James City, Virginia and waive any and all objections to such venue.

1.40 PATENTS AND ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the VSA, its officers, members, and its employees from liability of any nature or kind, including without limitation, costs, expenses, and attorneys' fees, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the VSA.

If the bidder uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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1.41 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the VPPA shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

1.42 PERMITTED CONTRACTS WITH CERTAIN RELIGIOUS ORGANIZATIONS; PURPOSE; LIMITATIONS

The Virginia Sheriffs' Association does not discriminate against faith-based organizations.

1.43 AMERICANS WITH DISABILITY ACT (ADA)

To request ADA material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any VSA-sponsored proceeding, please contact Jason Bennett at 919-459-8195 or jbennett@virginiasheriffs.org.

1.44 BID TABULATIONS

Bidders desiring a copy of VendorLink's bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid along with a written request for the bid tabulation.

1.45 REQUESTS FOR CLARIFICATION AND ADDENDA

In case of doubt as to the meaning or intent of any items contained in the IFB, inquiry should be made to the VSA Contract Administrator prior to the Pre-Bid Conference via e-mail or at the Pre-Bid Conference in person. Telephone clarifications will not be accepted, and no clarifications will be accepted after the date listed in the IFB Calendar. All requests for clarification from bidders and VSA responses will be posted on the VSA Procurement website by the date listed on the IFB Calendar.

The submission of a bid presumes the bidder thoroughly understands the terms and the specifications.

If any person contemplating submission of a Bid under this Invitation for Bids is in doubt as to the meaning of the specifications in the IFB or any part thereof, the

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Bidder must submit to the VSA at least ten (10) calendar days prior to the scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any questions or clarifications concerning this Invitation for Bids shall be submitted in writing by mail or facsimile to the Virginia Sheriffs' Association, Vehicle and Motorcycle Procurement, 901 East Byrd Street, Suite 1301, Richmond, Virginia 23219 or by email to jbennett@virginiasheriffs.org with the IFB Title referenced on all correspondence.

Any interpretations will be made only by Addendum issued by the VSA Contract Administrator. All addenda will be posted on the VendorLink website.

All Bidders will be required to acknowledge any formal addenda by signing in the space provided on the formal addendum and including the signed acknowledgement along with the bidder's bid package. Failure to acknowledge receipt of addendum by a bidder will deem its Bid non-responsive.

1.46 COLLUSION

Related parties mean bidders, or the principals thereof, which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.

Bids from Related Parties – Where two (2) or more related parties each submit a bid for any contract, such bids or bids shall be presumed to be collusive. Bids found to be collusive shall be rejected.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such bids.

Bidders who have been found to have engaged in collusion will be suspended for a minimum of one contract year. The bidder may be permanently barred if collusive bidding occurs more than once in a five-year period. Any contract resulting from collusive bidding may be terminated for default.

Dealerships and their representatives may submit multiple bids without conflict of collusion as long as the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple

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bids also without conflict of collusion as long as the bidders are not in the same region, as shown in the zone map, with the same manufacturer and product line.

1.47 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the VSA.

1.48 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval and award by the VSA. In case of default on the part of the Contractor after the acceptance of the bidder's offer, the VSA may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess cost occasioned or incurred thereby.

1.49 TIE BIDS

In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise, the tie shall be decided by lot.

1.50 DELIVERY TIME

Bidders shall specify on the attached Bid Form, the delivery time (in calendar days) for each item. The delivery time must be a firm delivery period; ranges will be accepted, i.e.: 12-14 days. Delivery time may be considered a factor in making an award.

Delivery shall be within the regular business working hours of the Customer, Monday through Friday, excluding holidays.

1.51 RIGHT TO AUDIT

The Contractor must establish and maintain a reasonable accounting system that enables the Virginia Sheriffs' Association to readily identify the Contractor's fleet sales.

VSA, and its authorized representatives, shall have the right to audit, examine, and make copies of, or extracts from, all of Contractor's financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this program. Similarly, all government sales and potential eligible Customers' information will be available for review and kept by or under the control of the Contractor, including, but not limited to, records kept by the

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Contractor, its employees, agents, assigns, successors, and Subcontractors. The records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including successful and unsuccessful bids, bid recaps, etc.); all paid vouchers including those for out of pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

The Contractor, shall, at all times during the term of a contract and for a period of three (3) years after the completion of a contract, maintain the above referenced records, together with supporting or underlying documents and materials. The Contractor shall at any time during the three (3) year period, whether during or after completion of this contract, and at Contractor's own expense make these records available for inspection and audit (including copies and extracts of records as required) by the VSA when requested. The records shall be made available to the VSA (subject to a three-day written notice) during normal business hours.

VSA, at its option, may select the Contractor's office or place of business or an offsite location for the audit. The VSA may also allow the Contractor to provide financial records, together with the supporting or underlying documents and records, via email or telephone for audit at a time and location that is convenient for the VSA.

The Contractor shall ensure the VSA has this same right of access to information with Contractor's employees, agents, assigns, successors, and Subcontractors. The obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligation to the VSA.

The costs of any audits conducted under the authority of this right to audit, if not addressed elsewhere, will be borne by the VSA unless certain exemption criteria set forth below are met. If the audit identifies underreporting, overpricing, or overcharging (of any nature) by the Contractor to the Customer in excess of three (3%) of the total contract billings, the Contractor shall reimburse the VSA for the total costs of the audit. If the audit discovers findings related to fraud, misrepresentation, or nonperformance, the VSA may recoup all of the costs of the audit work from the Contractor.

Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a

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reasonable amount of time (not to exceed 90 days) from presentation of the VSA's findings to the Contractor.

1.52 WITHDRAWALS OF BIDS

A bidder may withdraw its 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.

B. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice; or

Under these procedures, the 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 § 2.2-4342.

C. No bid shall be withdrawn under this section 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.

D. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.

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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 VSA shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the VSA denies the withdrawal of a bid under the provisions of this section, 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 Bidder and Responsive bidder. At the same time that the notice is provided, the VSA shall return all work papers and copies thereof that have been submitted by the bidder.

1.53 EXCEPTIONS TO IFB

Should a proposed bid not be able to meet one (1) or more of the requirements set forth in this Invitation for Bids, and the bidder is proposing alternatives to said requirements, the bidder must notify the VSA Cooperative Bid Coordinator's Office in writing at least ten (10) days prior to the deadline for submission of bids. The VSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

1.54 PRICE MATCHING PREFERENCE

This Program does not recognize a Price Matching Preference for any out of state bidders.

1.55 MODIFICATION OF THE CONTRACT

The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the VSA given in the same manner and form as the original signing of the contract.

1.56 SPECIFICATION EXCEPTIONS, OMISSIONS OR ERRORS

Specifications are based on the most current manufacturer literature available. Bidder should immediately notify the VSA Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and submitted prior to the request for clarification deadline.

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Bidder is required to indicate in its bid submissions those options which require additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the “Prices” section of the Special Conditions must be used.

Failure of a bidder to comply with these provisions will result in bidder being held responsible for all cost required to bring the vehicle or motorcycle into compliance with the IFB specifications.

1.57 OPTION PRICING

Prices for options submitted by the bidder for emergency vehicle/motorcycle lighting and equipment must include all applicable fees and charges not including installation. No additional charges and fees are allowable.

The bidder shall offer a minimum 6% discount on options which shall be below the Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published catalog price for any factory add options included in the bid submission. The amounts of discounts for each particular add option beyond the 6% discount shall be decided by the bidder.

When Add Options listed are included in the base vehicle/motorcycle, the bidder must submit options as “included” or “standard (STD).” The bidder must use proper factory codes for all factory Add Options. Options available through the factory MUST be bid and supplied to the Customer as factory options unless requested otherwise in writing by the Customer.

Options are intended to add or delete equipment and/or features from the base vehicle/motorcycle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle/motorcycle. Bidders shall NOT use add or delete options to create a piece of equipment that is different than the base unit called for in the specification.

The bidder must indicate in its bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option.

The use of Options to facilitate the sale of an alternate Manufacturer's product, which is outside the scope of the written base specification, will be construed as

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non-compliant and the bid will be rejected, in whole or part by the VSA Bid Coordinator.

Example – Bidder CANNOT include option upgrades that result in the selling of a vehicle or motorcycle on one specification that is offered as a separate specification in the IFB.

Dealers are required to submit all available factory option pricing through the VendorLink website at the time of the dealer's bid submission. A dealer's factory option pricing will not be a consideration when awarding a contract. A dealer's option pricing submission will only be used by the Customer when ordering vehicles or motorcycles from the Contractor.

1.58 FINANCIAL RESPONSIBILITY

The bidder affirms by his or her signature on the Invitation for Bids Cover Page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this IFB and has the adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this IFB and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award. In assessing financial responsibility, Bidder shall consider items such as the specifications bid, the Zones bid, and the quantity of specifications bid, as well as timing of payment from Customers, which can be 45 days from receipt of invoice.
- Assumes full responsibility that all vehicles or motorcycles delivered to the Customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

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Section II

Post Award Procedures

2.0 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

- (a) Right to Protest – Any bidder who is aggrieved in connection with the solicitation for bids or contract award may protest to the VSA Contract Administrator or his or her designee. Protests will be evaluated and resolved under the process set forth below:

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within seven (7) business days (for the purpose of this section “business day” means a day other than Saturday, Sunday, or a national holiday) prior to the VendorLink system opening for bids. Such protest must be made in writing to the VSA Contract Administrator, or his or her designee, via electronic communication (such as facsimile transmission and/or email) and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements, and/or terms is a waiver of the ability to protest the specifications, requirements, and/or terms.

The VSA Contract Administrator will submit the protest to the VPAC for consideration. The VPAC will consider and rule on the protest. The opening of the VendorLink system for bids will not be delayed, absent extraordinary circumstances, due to the protest. The determination of the VPAC is final and binding.

(2) Protests challenging the award of the contract must be made in writing within five (5) business days following the release of the Bid Award Announcement. This award protest will be submitted to the VSA Contract Administrator or his or her designee. All bidders will be notified in writing (which will be transmitted by electronic communication and through the VendorLink website) of any protests following the release of the Bid Award Announcement.

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Protests must state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest will be accepted unless it complies with the requirements of this section.

The Bid Award protest will be immediately forwarded, with all supporting documentation, to the VPAC. The decision of the VPAC will be based solely on the written protest and all accompanying documents. The Bid Award execution of the contract will not be delayed by the consideration of the VPAC. The VSA Contract Administrator will ensure the bid award protest was timely made and will present the protest to the VPAC within three (3) business days.

Failure to timely protest the award of the contract constitutes a waiver of the ability to protest the award.

- (b) Once the bid award protest has been resolved by the VPAC, the VPAC shall promptly issue a decision by electronic communication. The decision shall specifically state the reasons for the action taken.
- (c) Additionally, a copy of each decision by the VPAC shall be mailed by certified mail, immediately after a decision is made, to the protestor.

2.1 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the Contractor, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, contracts, or stipulations material to the agreement, the VSA shall thereupon have the right to terminate the contract.

In that event, the Customer shall compensate the Contractor in accordance with the agreement for all services performed and goods provided prior to termination, net of any costs incurred by the Customer as a consequence of the default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Customer for damages sustained by the Customer by virtue of any breach of the agreement by the Contractor, and the Customer may reasonably withhold payments to the Contractor for the purposes of set off until such time as the exact amount of damages due to the Customer from the contractor is determined.

All re-procurement cost may be charged against the defaulting Contractor and may result in immediate removal from the VMPP.

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2.2 WARRANTY OF AUTHORITY

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

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Section III

Post Award Performance

3.0 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the matter will be referred to the VPAC and its decision shall be final and binding on both parties.

In the event of a conflict between the IFB documents, the order of priority of the bid documents shall be as follows: Any agreement resulting from the award of this IFB (if applicable); then Addenda released for this IFB with the latest Addendum taking precedence; then the IFB; then the Awardee's bid.

3.1 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

3.2 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the VSA.

3.3 TERMINATION FOR CONVENIENCE OF THE VSA

The VSA, for its convenience, can terminate a contract, in whole or part, without cause by giving written notice to the Contractor of such termination, which shall become effective 90 days following receipt by the Contractor of such notice.

If a contract is cancelled, all documents related in any way to the bid and award will be provided to the VSA. All vehicles, motorcycles and materials shall be dispensed with by agreement between Contractor and Customer.

The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to fulfill the remaining contract requirements, if

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any. The Contractor shall not be entitled to recover any lost profits that the Contractor expected to earn on the balance of the agreement or cancellation charges.

Any payments to the Contractor shall be only to the total extent of the Customer's liability for goods or services delivered prior to the date of notice to terminate the contract.

3.4 INSURANCE AND INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the Virginia Sheriffs' Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or Subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Virginia Sheriffs' Association, and participating agencies.

The Virginia Sheriffs' Association and any participating agencies will give the bidder written notice of any legal action or threatened legal action and the opportunity to take over and settle or defend any such action at the Contractor's sole expense. Contractor shall not be liable for any cost, expense or compromise incurred by the Virginia Sheriffs' Association, or participating agencies in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

The Contractor shall be responsible for his or her work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He or she shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

The Contractor, at all times during the full duration of work under this contract, including extra work in connection with this project, shall meet the following requirements:

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- Maintain automobile liability insurance including property damage covering all owned, non-owned, or hired automobiles and equipment used in connection with the work.
- No change or cancellation in insurance shall be made without thirty (30) days advance written notice to the VSA Contract Administrator.
- All insurance policies shall be issued by companies authorized to do business under the laws of the Commonwealth of Virginia and these companies must have a rating of at least a B+: VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein shall be filed with and approved by the VSA Contract Administrator before work is started.
- The certificate must state the bid number and title. Upon expiration of the required insurance, the Contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Contractor are considered the primary coverage to any insurance or self-insurance the VSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. The adequacy of the fund must be approved by the VSA's Contract Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The Contractor hereby agrees to indemnify and hold harmless the VSA, a Virginia non-stock 501(c)(6) corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for per occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 per occurrence in accordance with the insurance requirement set out in the specifications of the IFB. This agreement includes costs of investigation,

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all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Contractor, his agents, servants, or employees, or through the mere existence of the project under contract.”

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the VSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Contractor will notify his or her insurance agent without delay of the existence of the Hold Harmless Agreement contained within and furnish a copy of the Hold Harmless Agreement to the insurance agent or carrier.

The Contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the VSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Contractor will secure and maintain garage, commercial general liability, and automobile liability policies of Subcontractors. All policies shall be made available to the VSA upon demand. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying of insurance and furnishing copies of the insurance policies shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under any section or provisions of this contract. Contractor shall be as fully responsible to the VSA and the Customer for the acts and omissions of the Subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in the IFB shall be in force throughout the contract term. Should any Contractor fail to provide acceptable evidence of current insurance within seven days of receipt of written request at any time during the contract term, the VSA shall have the right to consider the contract breached and terminate the contract.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for an additional insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, additional insured's hereunder shall be considered members of the public.

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3.5 WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of its knowledge, at the time the contract is awarded there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the State Debarred Vendors list maintained by the Virginia Division of Purchases and Supply, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the VSA and the Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

3.6 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with the specifications. Item(s) delivered that do not conform to the specifications may be rejected and returned at Contractor's expense. Any items not delivered as per the delivery date in the bid and/or purchase order may be purchased on the open market by the Customer. Any increase in cost may be charged against the Contractor.

3.7 OPTION TO RENEW

Any contract may be renewed for an additional two (2) years, on a year-to-year basis, if mutually agreed by both parties. VSA is not required to accept a price adjustment for the upcoming year. Any allowable adjustment in price would be effective for the next contractual period, not for the current period.

Prior to completion of each contract term, the VSA may consider an adjustment to price due to increases or decreases in the Consumer Price Index; but in no event will the prices be increased by a percentage greater than the percentage change reflected in the nationally published Consumer Price Index-Goods and Services (Automobile Category), computed 60 days prior to the anniversary date of the contract.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any option period, the Contractor's request for adjustment shall be submitted 60 days prior to expiration of the then current contract term.

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The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor within the 60-day period, the VSA will assume that the contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The VSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the VSA.

3.8 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible to the Customer and the VSA. In determining Contractor's responsibility as a vendor, the VSA Contract Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

In some instances, Contractors may be required to develop corrective action plans to address contract deficiencies. In situations where there is evidence the Contractor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to either the VSA or the Customer, the contract will be terminated, and the dealer and its representative may be removed from future solicitations. An egregious breach of contract would be defined as one that would materially change the specifications of the contract or prevent the contracted vehicles/motorcycles/equipment from being delivered to the Customer in a timely manner.

Failure to abide by corrective action plans will result in the contract being terminated and the dealer, and dealer's representative being barred from future competitive bid solicitations at the discretion of the VPAC.

Examples of conditions that would justify termination include, but are not limited to:

- failure to perform the responsibilities of the contract
- refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle or motorcycle is price protected by the factory

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- charging amounts exceeding MSRP on factory installed items and packages
- requiring the purchase of additional options over and above the base vehicle/motorcycle as a condition of acceptance of order
- providing aftermarket options where factory options are available without the consent of the Customer
- any misrepresentation of optional equipment or service as being “factory” that fails to meet the definition as described in this document
- any other practice deemed to be outside of the intent of the contract

Any Contractor, who is presented with a valid purchase order as a result of a contract award, is required and bound to accept such purchase order and deliver the product; regardless of whether the vehicle/motorcycle is a base model or includes options at a higher cost. The Contractor must deliver this vehicle/motorcycle regardless of profit or loss based on its respective bid. Failure to deliver said vehicles, motorcycles or equipment could result in the Customer and the VSA seeking damages for the difference in cost by ordering the product from another Contractor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given “year, make or model” period.

Each report of a lost purchase order will be handled on a case-by-case basis.

3.9 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the Contractor, do not meet the requirements of “Factory Installed” components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component (s) that does not meet the specifications is found to be installed on a vehicle/motorcycle before or after the vehicle/motorcycle has been accepted by the Customer, the Contractor shall be required to replace the vehicle/motorcycle with a vehicle/motorcycle that meets the required specifications, including all factory installed components. In the alternative, the Customer shall decide whether they will accept dealer installed components.

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3.10 EQUITABLE ADJUSTMENT

The VSA may make an equitable adjustment in the contract terms or pricing at its discretion. Adjustments to pricing may occur for various reasons, such as availability of supply (i.e. material surcharge) and extreme and unforeseen volatility in the marketplace. Adjustments may be considered if all the following criteria exist:

1. The volatility is due to causes wholly beyond the Contractor's control
2. The volatility affects the marketplace or industry, not just the particular contract source of supply
3. The effect on pricing or availability of supply is substantial per VSA's discretion.
4. The volatility so affects the Contractor that continued performance of the contract would result in a substantial loss for the Contractor

When a Contractor requests an adjustment, including but not limited to price increases, the following items must be submitted to the VSA Contract Administrator:

1. A letter of request for an adjustment from the Contractor, including the specification number and model listed in the contract, along with the requested changes
2. When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer
3. When a requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model must be submitted in order to evaluate if the proposed model meets the base specification
4. Currently published MSRP listing

A contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the customer given in the same manner and form as the original signing of the contract.

The Customer will be notified by the Contract Administrator of any price adjustment through electronic communication within one (1) business day. The Customer will have the option to continue with or cancel the purchase order based on the price adjustments.

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3.11 PRE-DELIVERY SERVICES

To assure proper pre-delivery service, the Contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below)

- Chrysler New Preparation, Inspection and Road Test
- Ford Pre-Delivery Service Record
- GM New Vehicle Inspection Procedure
(or manufacturer's latest pre-delivery form)

3.12 ORDER, DELIVERY, AND LIQUIDATED DAMAGES

A) Order

- 1) Eligible Customers shall issue a purchase order (PO) to the Contractor, and such purchase order shall bear the contract or bid number, specification number, Customer's federal identification number and contact information (phone number and email address). The purchase order shall be placed by the Customer directly with the Contractor and shall incorporate by reference the Invitation for Bids. Required delivery or due dates should be discussed between the Customer and the Contractor at the time of the PO. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.
- 2) The Customer is required to forward an executed copy of the purchase order to the Virginia Sheriffs' Association Cooperative Bid Coordinator (by email, fax, or hard copy) at the time the purchase order is released to the Contractor.
- 3) If a Contractor receives a purchase order for a specification for which they were not awarded, the Contractor must notify the Customer and the Contract Administrator and return the purchase order to the Customer within three (3) business days.
- 4) All vehicles/motorcycles ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run of that class vehicle/motorcycle even it is requires supplying a later model at the original bid prices.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

- 5) The Contractor shall place a purchase order with its manufacturer within ten (10) business days after receipt of purchase order from the Customer. The Contractor shall assure that all orders are placed in full compliance with the specifications and purchase order.
- 6) It is the Contractor's responsibility to ensure that the vehicle/motorcycle ordered by the Customer is fully compatible with all ordered options and that the vehicle/motorcycle complies with all applicable manufacturer and industry standards. The Contractor's acceptance of a Customer's purchase order will indicate that the Contractor agrees to deliver a vehicle/motorcycle that will be fully compatible with all of its options.
- 7) Any changes that are required to bring a vehicle/motorcycle into compliance with its various options due to an incorrect order placed by the Contractor will be accomplished at the Contractor's expense.
- 8) A Confirmation of Order Form shall be completed by the Contractor and returned to the Customer placing the purchase order(s) within fourteen (14) calendar days after receipt of the Customer's purchase order.

Unless the actual date of delivery is specified (or the specified delivery date cannot be met), the number of days (in calendar days) required to make delivery after receipt of the Customer's purchase order must be indicated on this form.

Any additional information needed to complete this form should be obtained by contacting the Customer. The form may be modified to accommodate each Customer individually as necessary.

B. Delivery

- 1) Receipt of a vehicle/motorcycle by the Contractor is defined as acceptance of the vehicle/motorcycle(s) from a common carrier at the Contractor's place of business or any third party's place of business agreed upon by the Contractor and the manufacturer.
- 2) The Contractor shall complete delivery of the vehicle/motorcycle to the Customer as soon as practical after receipt of the

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

vehicle/motorcycle(s) from the manufacturer. Vehicles/motorcycles originating as an incomplete vehicle/motorcycles would be exempt.

- 3) Deliveries of less than 750 miles may be accomplished by driving the vehicle. When the delivery is accomplished by driving the vehicle, the driver must comply with the manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery of a police-rated vehicle must use an "Out of Service" cover on light bars. All deliveries in excess of 750 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt from the rules set forth in this paragraph.
- 4) At the Customer's option, a vehicle/motorcycle with more than 750 odometer miles may be rejected, or \$0.51 cents per mile in excess of 750 miles may be deducted from the invoice. This requirement also applies to the redelivery of vehicles/motorcycles which were rejected upon delivery.
- 5) All fees must be included in the base price and prices shall be firm. Delivery is F.O.B. Destination, delivered to the Customer. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties.
- 6) Warranty Start Date – All warranties shall begin at the time of delivery and final acceptance by the Customer. If the Customer needs to reset the warranty start date because of an extended delivery date, the request to reset the warranty must be made in writing to the Contractor. Incomplete vehicles/motorcycles or vehicles/motorcycles delivered to an Upfitter would not qualify for a revised start date unless the vehicle/motorcycle is in the control of the dealer during the upfit.
- 7) The Contractor shall notify a Customer's designated representative, as listed on the purchase order, no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:30am – 3:30pm on Customer's normal workdays. Transport deliveries must be unloaded and ready for inspection prior to 3:00pm. Deliveries not

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

complying with these requirements may be rejected and will have to be redelivered at Contractor's expense.

- 8) All vehicles/motorcycles must contain no less than $\frac{1}{4}$ tank of fuel as indicated by the fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty-five (35) gallons in capacity, in which case the vehicle must contain a minimum of ten (10) gallons of fuel.
- 9) The Contractor shall be responsible for delivering vehicles/motorcycles that are properly serviced, clean, and in perfect operating condition. Pre-delivery service, at a minimum, shall include the following:
 - Standard dealer and manufacturer protocol for new vehicle/motorcycle delivery;
 - Cleaning of vehicle/motorcycle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Do not remove window price sticker or supplied line sheet;
 - Speedometer must be correct regardless of the tires provided by the vehicle/motorcycle manufacturer or axle ratio furnished;
 - Owner's manual and warranty manual must accompany each vehicle/motorcycle;
 - All specified options that are "factory installed" are to be installed on the vehicle/motorcycle at the primary site of assembly and are to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed." Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles/motorcycles delivered and reorder new vehicles/motorcycles meeting the specifications.
 - Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle/motorcycle when it is delivered to the purchasing agency. Vehicles/motorcycle that are missing this form, or have forms that have been altered, will not be accepted.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

C. Liquidated Damages

- 1) Force Majeure – Liquidated damages shall not be assessed for a delay resulting from the Contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the Contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affects Subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, they shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay.

3.13 VEHICLE/MOTORCYCLE INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance of all vehicles/motorcycles will be at the Customer's place of business unless otherwise provided. Title to and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the Customer unless loss or damage results from negligence by the Customer.

If the materials or services supplied to the Customer are found to be defective or do not conform to specifications, the Customer reserves the right to cancel the order upon written notice to the Contractor. The Customer may return the product to the Contractor at the Contractor's expense.

3.14 ACCEPTANCE

It is the Customer's responsibility to thoroughly inspect each vehicle/motorcycle prior to acceptance. Copies of the contract specifications and purchase order for the vehicle/motorcycle will be delivered with the vehicle/motorcycle. Customers are to inspect the vehicle/motorcycle and compare contract specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure the vehicle/motorcycle meets or exceeds the requirements of the technical

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

contract specifications and purchase order. Purchasers are to inspect the vehicle/motorcycle for physical damage upon delivery.

Delivery of a vehicle/motorcycle to a Customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle/motorcycle meets contract specifications and the requirements listed below.

Should the delivered vehicle/motorcycle differ in any respect from the specifications, payment may be withheld by the Customer until such time as the Contractor completes the necessary corrective action. Vehicles, motorcycles and equipment shall be delivered with each of the following documents completed/included:

- a. copy of "Customer's purchase order"
- b. copy of the applicable "vehicle/motorcycle specification"
- c. copy of "manufacturer's invoice" or "window sticker." Copy of manufacturer's invoice if vehicle/motorcycle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.
- d. copy of "pre-delivery service report"
- e. "warranty certification"
- f. owner's manual
- g. Virginia Department of Motor Vehicles – "Application For Certificate of Title and Registration" (for signature of authorized representative).
- h. Virginia State Inspection

Deliveries that do not include the above forms and publications will be considered as incomplete and will be refused.

3.15 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Contractor and the Customer placing orders under this VMPP. Contractors must invoice each Customer independently from the Virginia Sheriffs' Association for vehicle/motorcycle(s) purchased from this VMPP.

The Contractor shall be paid upon submission of properly certified invoices to the Customer at the prices stipulated in the VMPP at the time of the acceptance of the

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

goods by the Customer. Upon receipt of the goods, a Customer has three (3) working days to inspect and approve the goods and services.

The invoice(s) shall, at a minimum, indicate the following:

Shipping location, purchase order number, contract number, quantity shipped, price, date, make, model, and serial number of vehicle/motorcycle(s)

If the Contractor performs all of the obligations of the contract to the satisfaction of the customer, the customer shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the customer, take the following actions:

- 1) Pay the Subcontractor for the proportionate share of the total payment received from the customer attributable to the work performed by the Subcontractor under that contract; or
- 2) Notify the customer and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

Copies of invoices shall be submitted to the Virginia Sheriffs' Association, 901 East Byrd Street, Suite 1301, Richmond, Virginia 23219.

3.16 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty-eight (48) hours (not including weekend and holidays) after notification by a Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory, and the equipment redelivered and accepted by the Customer.

The provisions of the delivery paragraph (Section 3.12B) shall remain in effect until the redelivery is accomplished and the equipment is accepted by the Customer. The cost of any transportation required shall be the responsibility of the Contractor.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

3.17 CONTRACTORS' ACTIVITY REPORTS AND SCHEDULE AND FEE DEPOSIT REQUIREMENTS

Copies of purchase orders from Customers that are to be sent to the VSA:

- Are due upon receipt by the dealer. They are considered late after 10 (ten) business days.
- The VSA holds the right to implement an administrative late fee in the amount of \$50.00 per occurrence on the late issuance of purchase orders. An administrative late fee will be imposed for contractors who have 3 consecutive occurrences of failing to submit a copy of the purchase order to the VSA, once it has been submitted by the purchasing agency. Administrative late fees will be included on the quarterly report invoice.
- Scan a complete copy of the PO and forward by email to kmitman@viriniasheriffs.org.
- Place the following in the subject line – PO (dealer's name)

Commission Fees to VSA:

- Reports setting out vehicle/motorcycle and equipment transactions and corresponding commission fees are due quarterly no later than the 10th of each month (following the end of the quarter) and should be sent by email to kmitman@viriniasheriffs.org.
- All awarded Contractors MUST file a signed and dated quarterly report with their commission fees. Should there be no activity during a given quarter, the Contractor is required to submit a report, and must indicate “no sales this quarter” on the report.
- No copies of purchase orders are required to be filed with the quarterly report. They should already be on file.
- The report must be complete with the name of the dealer and the date. It is not necessary to indicate the quarter on the top of the report.
- All checks or EFTs for the commission fee must be received by the VSA no later than the 15th of each month following the closing of the quarter.
- Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety will be returned to the reporting dealership for correction of cited deficiencies.

By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the VSA or its designee. Copies of

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

Customer's original purchase orders will be used by the VSA as a check and balance measure.

Contractors that fail to submit fees and Quarterly Activity Reports will incur a \$25 per day late fee for every day that fees and reports are past due, beginning on the sixteenth (16th) day of the month following the end of the quarter. An administrative late fee will be imposed for contractors who must be reminded more than 2 times to submit the Quarterly Activity Report. All administrative late fees will be included on the invoice provided by the VSA during the Quarterly Report review period.

Such late fees are to be included in Contractor's fee submission. Late fees which are outstanding more than 45 days can result in a bidder's disqualification in future year's solicitations.

All notices for quarterly reports will be sent by the VSA via email ten (10) business days prior to their due date – there will be no additional faxed or email reminders for Contractors to submit quarterly reports. All participating Contractors will be responsible for making sure that the Contract Administrator has the correct email address for the person responsible for all quarterly reports. This information must be submitted to Kaylyn Mitman at kmitman@viriniasheriffs.org.

Failure to submit fees with accompanying quarterly reports to the VSA within 30 calendar days following the end of each quarter will result in the Contractor being found in default if in the best interest of the VMPP. A Contractor can be found in default if the Contractor fails to submit its sales summary reports even when there are no reported sales.

3.18 DEALER/CONTRACTOR INSTALLED EQUIPMENT

All Contractors' installed accessories (roll bar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All Contractor installed accessories must be manufactured by a manufacturer recognized by the industry of the accessory provided unless the accessory is not available from a recognized manufacturer. The dealer is required to disclose the "make/model" of the product being offered and the location, design, and model must be approved by the Customer prior to installation. The dealer must also disclose the warranty of any item that is less than or exceeds vehicle/motorcycle factory warranty coverage.

Virginia Sheriffs' Association Vehicle and Motorcycle Procurement Program – Invitation for Bids

A Contractor that employs or subcontracts technicians to install emergency equipment on vehicles/motorcycles purchased on this contract are required to utilize technicians that are certified in Law Enforcement Vehicle Installation through the Engineering Validation Test Certification Commission, Inc. or an approved equivalent.

The VSA Contract Administrator may at any time during the contract period request proof of the required certification.

Any Contractor that violates this provision will be considered in default of the contract. The contract may then be terminated upon a ten-day written notice of said violation.

3.19 PRODUCTION CUTOFF

A Contractor shall notify the VSA Contract Administrator of production cutoff dates, in writing, no less than sixty (60) days prior to the close of "Fleet Final Order Date." Purchase Orders received by the Contractor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability. For purposes of this section, Purchase Orders shall be deemed received by the Contractor upon delivery. Delivery can be accomplished by: A) in person delivery, B) certified mail, postage prepaid, return receipt requested, C) facsimile, evidenced by a confirmation print out, or D) a commercial overnight courier that guarantees next day delivery and provides a receipt.

If a Purchase Order has been timely received by the Contractor and the manufacturer fails to produce/deliver the production year vehicle/motorcycle, the Contractor must provide the next year's equivalent model at previous year's contract prices.

If Purchase Orders are received by the Contractor after the cutoff date, the Contractor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

If you have any questions contact Ken Stolle at 757-431-6584 or kstolle@rkautogroup.net

THANK YOU FOR YOUR BUSINESS!

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

TAB K

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	Job description updates for the EMT Basic Life Support (BLS) and EMT Advanced Life Support (ALS)				
MOTION(s):	I move the Board of Supervisors approve the updated job descriptions for the EMS Basic Life Support (BLS) and the EMS Advanced Life Support (ALS).				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Donna Snow, Director of Human Resources				
PRESENTER(S):	Donna Snow, Director of Human Resources				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Requesting the Board of Supervisors approve the updated job descriptions for the EMS Advanced Life Support (ALS) and the EMS Basic Life Support (BLS).				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> • EMS Advanced Life Support(BLS) Redline • EMS Advanced Life Support(BLS) Final • EMS Basic Life Support (ALS) Redline • EMS Basic Life Support (ALS) Final 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X		X	COAD



Fluvanna County, Virginia
Department of Emergency Services
Job Description

EMT Advanced Life Support (ALS)

Job Class #:	9101
Pay Grade:	17
Category:	Full-Time (with benefits)-Part Time(no benefits)
FLSA Status:	Non-Exempt (Hourly)
Reports To:	EMS Supervisor

SUMMARY

The employee is responsible for technical work involving emergency medical care, prevention activities, training, physical fitness, and performing other work as required. Individuals in this position must have the ability to interact positively with volunteer personnel based on the structure of emergency services in Fluvanna County. Work involves the operation of both County and Volunteer emergency equipment, with responsibilities to include maintaining, and cleaning EMS apparatus and equipment. Maintains and performs custodial duties at assigned stations.

ESSENTIAL FUNCTIONS

- Responds to incidents requiring emergency medical care;
- Provides advanced life support following established policies, protocols, and guidelines as authorized by the Operational Medical Director. Interprets patient signs and symptoms and reacts appropriately. Thoroughly documents all aspects of the emergency scene including, but not limited to, assessment results, patient complaints, treatment plans, and treatment results. Focuses on performing as a patient care advocate, always performing in a manner that is in the best interest of the patient;
- Presents various safety programs to community groups and school systems on personal safety and emergency medical services;
- Drives and maintains, and operates all assigned EMS apparatus; inspects assigned apparatus daily to ensure efficient operation and readiness; washes clean, polishes maintains, and tests apparatus and equipment as necessary after completion of emergency response operations;
- Performs general custodial duties in the required upkeep of the facilities assigned; makes minor repairs as needed;
- Participates in classes in emergency medical services, and quality improvement/ management programs, prepares and maintains activity records and forwards same to appropriate supervisor;
- Physically able to operate a variety of machinery and equipment including driving an ambulance, two-way radio, etc.; and emergency medical equipment such as suction units, immobilization equipment, oxygen delivery systems, and defibrillation equipment;
- Ability to follow verbal and written instructions;
- Ability to communicate effectively orally and in writing;
- Ability to establish effective working relations with employees, volunteers, other agencies, and the general public;
- Ability to perform duties effectively during emergency, training, or station maintenance activities for prolonged periods;
- Ability to frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 165 pounds; ability to walk, run, climb, balance, stoop, kneel, crouch, and crawl;

- Must possess the ability to wear and/or use personal protective equipment without obstruction to prevent exposure to diseases;
- Any combination of training and experience which provides the required skills, knowledge, and abilities;
- This position is also responsible for performing other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The essential function of the position is to provide Fluvanna County Citizens with comprehensive EMS services. The position must maintain all required certifications.

- High School diploma or equivalent;
- Virginia EVOG (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-I or EMT-P;
- PALS & ACLS certifications;
- CPR certified;
- NIMS/ICS 100,200,700 & 800;
- Trauma Certificate i.e....ITLS or PHTLS obtained within 1 year of hire
- Must possess a valid Virginia Motor Vehicle Operators License;

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

A minimum of one year of experience is required, with three years of experience preferred. However, will consider those with no experience on a case-by-case basis, considering education and experience.

The below certifications are not required for this position, but could benefit from a transition in the future:

- VA State Firefighter I & II;
- Hazmat Awareness;
- Virginia EVOG (Class III);

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Environmental: Work is typically performed in an indoor/outdoor setting
The department Admin is currently open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.
- Physical Effort: Light to moderate work, exerting up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. The heavy lifting of the patient as needed.
- Hazards: Employee is subject to both inside and outside conditions: activities occur inside and outside in approximately equal amounts.

POST OFFER REQUIREMENTS

- Criminal Background Check;
- Possession of and Maintain a driver's license valid in the Commonwealth of Virginia;
- Fingerprints per VA OEMS;
- Vaccination Record;
- Copy of Certifications;
- Twelve (12) months probationary period;
- Must consent to drug testing consistent with Fluvanna County's Drug-Free Workplace Policy;

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
December 12, 2022	December 12, 2022	December 12, 2022	December 21, 2022



Fluvanna County, Virginia
Department of Finance
Job Description

EMT Advanced Life Support (ALS)

Job Class #:	9101
Pay Grade:	17
Category:	Full-Time (with benefits)-Part Time(no benefits)
FLSA Status:	Non-Exempt (Hourly)
Reports To:	EMS Supervisor

SUMMARY

The employee is responsible for technical work involving emergency medical care, prevention activities, training, physical fitness, and performing other work as required. Individuals in this position must have the ability to interact positively with volunteer personnel based on the structure of emergency services in Fluvanna County. Work involves the operation of both County and Volunteer emergency equipment, with responsibilities to include maintaining, and cleaning EMS apparatus and equipment. Maintains and performs custodial duties at assigned stations.

ESSENTIAL FUNCTIONS

- Responds to incidents requiring emergency medical care;
- Provides advanced life support following established policies, protocols, and guidelines as authorized by the Operational Medical Director. Interprets patient signs and symptoms and reacts appropriately. Thoroughly documents all aspects of the emergency scene including, but not limited to, assessment results, patient complaints, treatment plans, and treatment results. Focuses on performing as a patient care advocate, always performing in a manner that is in the best interest of the patient;
- Presents various safety programs to community groups and school systems on personal safety and emergency medical services;
- Drives and maintains, and operates all assigned EMS apparatus; inspects assigned apparatus daily to ensure efficient operation and readiness; washes clean, polishes maintains, and tests apparatus and equipment as necessary after completion of emergency response operations;
- Performs general custodial duties in the required upkeep of the **rescue** facilities assigned; makes minor repairs as needed;
- Participates in classes in emergency medical services, and quality improvement/ management programs, prepares and maintains activity records and forwards same to appropriate supervisor;
- Physically able to operate a variety of machinery and equipment including driving an ambulance, two-way radio, etc.; and emergency medical equipment such as suction units, immobilization equipment, oxygen delivery systems, and defibrillation equipment;
- Ability to follow verbal and written instructions;
- Ability to communicate effectively orally and in writing;
- Ability to establish effective working relations with employees, volunteers, other agencies, and the general public;
- Ability to perform duties effectively during emergency, training, or station maintenance activities for prolonged periods;
- Ability to frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 165 pounds; ability to walk, run, climb, balance, stoop, kneel, crouch, and crawl;

- Must possess the ability to wear and/or use personal protective equipment without obstruction to prevent exposure to diseases;
- Any combination of training and experience which provides the required skills, knowledge, and abilities;
- This position is also responsible for performing other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The essential function of the position is to provide Fluvanna County Citizens with comprehensive EMS services. The position must maintain all required certifications. ~~and licenses.~~

- High School diploma or equivalent;
- Virginia EVOG (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-I or EMT-P;
- PALS & ACLS certifications;
- CPR certified;
- NIMS/ICS 100,200,700 & 800;
- **Trauma Certificate i.e....ITLS or PHTLS obtained within 1 year of hire**
- Must possess a valid Virginia Motor Vehicle Operators License;

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

A minimum of one year of experience is required, with three years of experience preferred. However, will consider those with no experience on a case-by-case basis, considering education and experience.

The below certifications are not required for this position, but could benefit from a transition in the future:

- VA State Firefighter I & II;
- Hazmat Awareness;
- Virginia EVOG (Class III);

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Environmental: Work is typically performed in an indoor/outdoor setting
The department Admin is currently open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.
- Physical Effort: Light to moderate work, exerting up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. The heavy lifting of the patient as needed.
- Hazards: Employee is subject to both inside and outside conditions: activities occur inside and outside in approximately equal amounts.

POST OFFER REQUIREMENTS

- Criminal Background Check;
- Possession of and Maintain a driver’s license valid in the Commonwealth of Virginia;
- Fingerprints per VA OEMS;
- Vaccination Record;
- Copy of Certifications;
- Twelve (12) months probationary period;
- Must consent to drug testing consistent with Fluvanna County’s Drug-Free Workplace Policy;

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
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December 12, 2022	December 12, 2022	December 12, 2022	December 21, 2022
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Fluvanna County, Virginia
Department of Emergency Services
Job Description

EMT Basic Life Support (BLS)

Job Class #:	9102
Pay Grade:	12
Category:	Full-Time(with benefits)- Part Time(no benefits)
FLSA Status:	Non-exempt (hourly)
Reports To:	EMS Supervisor

SUMMARY

The employee is responsible for technical work involving emergency medical care, prevention activities, training, physical fitness, and performing other work as required. Individuals in this position must have the ability to interact positively with volunteer personnel based on the structure of emergency services in Fluvanna County. Work involves the operation of both County and Volunteer emergency equipment, with responsibilities to include maintaining, cleaning, and performing minor repairs of all EMS apparatus and equipment. Maintains and performs custodial duties at assigned stations.

ESSENTIAL FUNCTIONS

- Responds to incidents requiring emergency medical care;
- Provides basic life support following established policies, protocols, and guidelines as authorized by the Operational Medical Director. Interprets patient signs and symptoms and reacts appropriately. Thoroughly documents all aspects of the emergency scene including, but not limited to, assessment results, patient complaints, treatment plans and treatment results. Focuses on performing as a patient care advocate, always performing in a manner that is in the best interest of the patient;
- Presents various safety programs to community groups and school systems on personal safety and emergency medical services;
- Drives, maintains and operates all assigned EMS apparatus; inspects assigned apparatus daily to ensure efficient operation and readiness; washes, cleans, polishes, maintains and tests apparatus and equipment as necessary after completion of emergency response operations;
- Performs general custodial duties in the required upkeep of the facilities assigned; makes minor repairs as needed;
- Participates in classes in emergency medical services, quality improvement/management, prepares and maintains activity records and forwards same to appropriate supervisor;
- Participates in daily physical fitness training programs; supports the volunteer fire and rescue service in all aspects of service delivery;
- Physically able to operate a variety of machinery and equipment including driving an ambulance, two-way radio, etc.; and emergency medical equipment such as suction units, immobilization equipment, oxygen delivery systems and defibrillation equipment;
- Ability to follow verbal and written instructions;
- Ability to communicate effectively orally and in writing;
- Ability to establish effective working relations with employees, volunteers, other agencies and the general public;
- Ability to perform duties effectively during emergency, training, or station maintenance activities for prolonged periods;

- Ability to frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 165 pounds; ability to walk, run, climb, balance, stoop, kneel, crouch, and crawl;
- Must possess the ability to wear and/or use personal protective equipment without obstruction to prevent exposure to diseases;
- Any combination of training and experience which provides the required skills, knowledge and abilities;
- This position is also responsible for performing other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The essential function of the position is to provide Fluvanna County Citizens with comprehensive Ems services. *Must maintain all required certifications and licenses.

- High School diploma or equivalent;
- Virginia EVOC (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-B or EMT-A;
- CPR Certified
- NIMS/ICS 100, 200,700 & 800
- Trauma Certificate i.e....ITLS or PHTLS obtained within 1 year of hire
- Must possess a valid Virginia Motor Vehicle Operators License.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

A minimum of one year of experience is required, with three years of experience preferred. However, will consider those with no experience on a case-by-case basis, considering education and experience.

The below certifications are not required for this position but could be beneficial for the future.

- VA State Firefighter I & II;
- Hazmat Awareness
- Virginia EVOC (Class III);

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Environmental: Work is typically performed in an indoor/outdoor setting
The department Admin is currently open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.
- Physical Effort: Light to moderate work, exerting up to 50 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.
- Hazards: Employee is subject to both inside and outside conditions: activities occur inside and outside in approximately equal amounts.

POST OFFER REQUIREMENTS

- Criminal Background Check
- Possession of and Maintaining a driver’s license valid in the Commonwealth of Virginia
- Fingerprints per VA OEMS
- Vaccination records
- Copy of Certifications
- Twelve (12) months probationary Period
- Must consent to drug testing consistent with Fluvanna County’s Drug-Free Workplace Policy

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
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December 21, 2022	December 21, 2022	December 21, 2022	
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DRAFT



Fluvanna County, Virginia
Department of Emergency Services
Job Description

EMT Basic Life Support (BLS)

Job Class #:	9102
Pay Grade:	12
Category:	Full-Time(with benefits) - Part Time(no benefits)
FLSA Status:	Non-exempt (hourly)
Reports To:	EMS Supervisor

SUMMARY

The employee is responsible for technical work involving emergency medical care, prevention activities, training, physical fitness, and performing other work as required. Individuals in this position must have the ability to interact positively with volunteer personnel based on the structure of emergency services in Fluvanna County. Work involves the operation of both County and Volunteer emergency equipment, with responsibilities to include maintaining, cleaning, and performing minor repairs of all EMS apparatus and equipment. Maintains and performs custodial duties at assigned stations.

ESSENTIAL FUNCTIONS

- Responds to incidents requiring emergency medical care;
- Provides basic life support following established policies, protocols, and guidelines as authorized by the Operational Medical Director. Interprets patient signs and symptoms and reacts appropriately. Thoroughly documents all aspects of the emergency scene including, but not limited to, assessment results, patient complaints, treatment plans and treatment results. Focuses on performing as a patient care advocate, always performing in a manner that is in the best interest of the patient;
- Presents various safety programs to community groups and school systems on personal safety and emergency medical services;
- Drives, maintains and operates all assigned EMS apparatus; inspects assigned apparatus daily to ensure efficient operation and readiness; washes, cleans, polishes, maintains and tests apparatus and equipment as necessary after completion of emergency response operations;
- Performs general custodial duties in the required upkeep of the **rescue** facilities assigned; makes minor repairs as needed;
- Participates in classes in emergency medical services, quality improvement/management, prepares and maintains activity records and forwards same to appropriate supervisor;
- Participates in daily physical fitness training programs; supports the volunteer fire and rescue service in all aspects of service delivery;
- Physically able to operate a variety of machinery and equipment including driving an ambulance, two-way radio, etc.; and emergency medical equipment such as suction units, immobilization equipment, oxygen delivery systems and defibrillation equipment;
- Ability to follow verbal and written instructions;

- Ability to communicate effectively orally and in writing;
- Ability to establish effective working relations with employees, volunteers, other agencies and the general public;
- Ability to perform duties effectively during emergency, training, or station maintenance activities for prolonged periods;
- Ability to frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 165 pounds; ability to walk, run, climb, balance, stoop, kneel, crouch, and crawl;
- Must possess the ability to wear and/or use personal protective equipment without obstruction to prevent exposure to diseases;
- Any combination of training and experience which provides the required skills, knowledge and abilities;
- This position is also responsible for performing other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The essential function of the position is to provide Fluvanna County Citizens with comprehensive Ems services. *Must maintain all required certifications and licenses.

- High School diploma or equivalent;
- Virginia EVOC (Class II or III) as recognized by the Virginia EMS regulations;
- VA EMT-B or EMT-A;
- CPR Certified
- NIMS/ICS 100, 200, 700 & 800
- **Trauma Certificate ie...ITLS or PHTLS obtained within 1 year of hire.**
- Must possess a valid Virginia Motor Vehicle Operators License.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

A minimum of one year of experience is required, with three years of experience preferred. However, will consider those with no experience on a case-by-case basis, considering education and experience.

The below certifications are not required for this position but could be beneficial for the future.

- VA State Firefighter I & II;
- Hazmat Awareness
- Virginia EVOC (Class III);

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Environmental: Work is typically performed in an indoor/outdoor setting
The department Admin is currently open to the public Monday through Friday from 8:00 a.m. until 5:00 p.m.
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POST OFFER REQUIREMENTS

- Criminal Background Check

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- Fingerprints per VA OEMS
- Vaccination records
- Copy of Certifications
- Twelve (12) months probationary Period
- Must consent to drug testing consistent with Fluvanna County’s Drug-Free Workplace Policy

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
December 21, 2022	December 21, 2022	December 21, 2022	

DRAFT

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

TAB L

MEETING DATE:	May 3, 2023				
AGENDA TITLE:	New Job Description - Information Technology Systems Engineer				
MOTION(s):	I move the Board of Supervisors approve the new Job Description for the Information Technology Systems Engineer as presented.				
BOS 2 YEAR GOALS?	Yes	No	If yes, list goal(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Director of Human Resources, Donna Snow				
PRESENTER(S):	Director of Human Resources, Donna Snow				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	The new job description outlines the essential functions, knowledge, education and experience for the Information Technology Systems Engineer position adopted in the FY24 budget.				
FISCAL IMPACT:	This new position was included in the FY24 adopted budget, no additional funding is being requested.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	<ul style="list-style-type: none"> New Job Description – Information Technology Systems Engineer 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
Department of Information Technology
Job Description

Information Technology Systems Engineer

Job Class #:	XXXX
Pay Grade:	22
Category:	Full-Time(with benefits)
FLSA Status:	Exempt (Salary)
Reports To:	Director of Information Technology

SUMMARY

Performs advanced implementation and support for systems, applications, network infrastructure, and other services in the Fluvanna County IT Service Portfolio. Works under general supervision and reports to the Director of Information Technology.

- Performs advanced implementation and support for systems, applications, and monitoring
- Serves as secondary contact for end-user help desk requests
- Provides planning, implementation, and support for County IT projects
- Performs systems administration and maintenance of assigned servers
- Performs server hardware maintenance
- Provides tier 2 application support, desktop support, and VoIP phone system support
- Performs network infrastructure configuration, installation, maintenance, and monitoring

ESSENTIAL FUNCTIONS

- Responsible for installing, configuring, and maintaining operating system workstations and servers, including web servers, in support of business process requirements.
- Performs software installations and upgrades to operating systems and layered software packages.
- Schedules installations and upgrades and maintains them in accordance with established IT policies and procedures. Monitors and tunes the system to achieve optimum performance levels.
- Conducts routine hardware and software audits of servers to ensure compliance with established standards, policies, and configuration guidelines.
- Develops and maintains a comprehensive hardware and software configuration database/library of all system configurations and supporting documentation.
- Provides team support and maintenance of LAN hardware and software.
- Acts as the secondary point of contact for all IT help desk requests and directly services these requests to resolution.
- Provides implementation and support for server hardware including the Dell PowerEdge and Unity lines.
- Provides configuration, implementation, and administration of Microsoft Windows 10/11, Windows Server 2016/2019/2022, Cisco IOS, Active Directory, Group Policy, TCP/IP, DHCP, DNS, SQL Server, Certificate Services, Microsoft 365/ Exchange, SAN/NAS, Linux, Apache, MySQL, VoIP phone systems, Tyler systems, and other advanced systems.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge of the principles and practices of all aspects of information technology

<ul style="list-style-type: none"> • Ability to resolve help desk requests and incidents under limited supervision and with a high degree of accuracy and customer satisfaction • Demonstrated skills in providing a high level of customer service • Ability to establish and maintain effective working relationships with County officials, other public officials, associates, contractors, and the general public • Intermediate knowledge of Windows 10, Windows 11, Windows Server 2016/2019/2022, and Cisco IOS 			
ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING			
<p>Any combination of education and experience equivalent to 3 years of relevant experience in information technology or related field. Preferred qualifications:</p> <ul style="list-style-type: none"> • 5 years of relevant experience in an IT role • Advanced knowledge of Windows 10, Windows 11, Windows Server 2016/2019/2022, and Cisco IOS • Intermediate knowledge of Linux, Apache, and MySQL • Active CCNA, CCNP, MCSA, and/or MCSE certification(s) • Any combination of education and experience equivalent to graduation from an accredited college or university with major coursework in information technology 			
WORKING CONDITIONS AND PHYSICAL REQUIREMENTS			
<p>This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects; work requires climbing, balancing, stooping, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas using the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions.</p> <p>Reasonable accommodations may be made to enable individuals with disabilities to perform essential tasks.</p>			
POST OFFER REQUIREMENTS			
<ul style="list-style-type: none"> • Criminal Background Check • Possession of and Maintain a driver’s license valid in the Commonwealth of Virginia 			
Department Head Recommended:	Director of HR Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
4/27/2023	4/27/2023		



Capital Reserve Maintenance Fund Request

TAB M

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$4,350.00** for the purpose(s) of:
 replacing flanged silent globe check valves on the booster pump, discharge piping at water plant, and adjust pressure down on well to stop blow out.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 03/21/2023
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY23

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Power & Flow Solutions, LLC	1	\$4,350.00	\$4,350.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$4,350.00**

Description and justification for proposed use.

Replace two (2) 3" flanged silent globe check valve on booster pump, discharge piping at Fluvanna Co High School water plant, and adjust pressure down on well to stop blow out.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 03/21/2023
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Section 2 - REVIEW

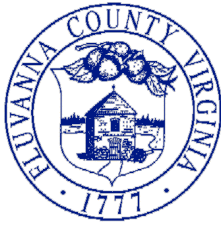
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton <small>Digitally signed by Tori Melton Date: 2023.04.21 12:21:24 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl <small>Digitally signed by Eric Dahl Date: 2023.04.25 10:27:20 -04'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
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"/>	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 type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	The Board of Supervisors Two Year Plan



COUNTY OF FLUVANNA

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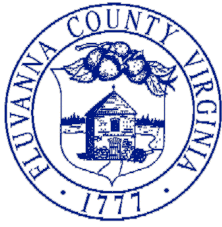
BOS2023-05-03 p.221/232
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: May 03, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 BOS Contingency Balance

The FY23 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$162,000
Less: Career Development Circuit Court Clear & Commissioner of Revenue	-15,393
Less: Comprehensive Safety Action Plan Grant – Safe Streets - TJPDC	-30,000
Less: Comprehensive Economic Development Strategy (CEDS) - TJPDC	-2,097.04
Less: 2022 Board of Supervisors Planning Retreat	-5,000
Less: Social Services Salary Range Revision	-17,503
Available:	\$92,006.96



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P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911

MEMORANDUM

Date: May 3, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: FY23 Capital Reserve Balances

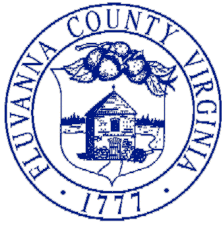
The FY23 Capital Reserve account balances are as follows:

County Capital Reserve:

FY22 Carryover	\$512,518
FY23 Budget Allocation:	\$250,000
Less: Fluvanna County District Court Microphone System Replacement	-5,963
Less: Ground Water Well Monitoring at Convenience Center	-27,050
Less: Public Safety Building 5 ton heat pump	-6,408
Less: Generator at Carysbrook Fuel Pumps	-30,000
Less: 4 ton heat pump at Fluvanna County Community Center	-8,522.36
Less: HVAC leaking evaporator coil at the Fluvanna County Library	-6,301.01
Less: FUSD Network Installation	-12,415.70
Less: Commonwealth's Attorney Office Mold Remediation	-9,800
Less: Kents Store Firehouse Remediation	-63,000
Less: Replacement of Hot Water Heating Boiler at PW's Maintenance Shop Carysbrook	-36,292
Less: Purchase and install dump body on 2001 Fprd F-550 Brush Truck that was transferred from FUFd to PW's	-17,300
Add: Closed CRM Projects 04/04/2023	1,521.97
FY23 Available:	540,987.90

Schools Capital Reserve:

FY22 Carryover	\$387,600
FY23 Budget Allocation:	\$200,000
Less: FCHS Tennis Court Repair	-63,100
Less: Emergency Radios for FCPS School and Departments	-23,910
Add: Closed CRM Project – 08/27/2022	4,884
Less: Central Elementary purchase of 3 HVAC chiller fans	-10,560
Less: Central Elementary HVAC Chiller replacing failed parts	-11,090
Less: FCHS main chiller	-6,740
Less: Fluvanna Middles School HVAC Chiller	-9,178
Add: Insurance recovery from VACORP for vandalism at FMS	38,498.27
Less: Repair and updating equipment at FMS due to vandalism	-38,498.27
Less: Central Fire Control System	-4,460
Less: FCHS Hot Water Heater	-4,435
Less: FCHS Track Surface	-16,850
Less: FMS Fire Control Main Board	-4,990
Less: FMS Fire Control System	-5,275
Less: FCPS Sewer line repairs and installing clean out	-15,500
Less: FCHS auditorium air handler and installing a new one	-7,800
Less: FCHS Centrifungal Pump	-8,524
Less: FCHS Chiller #1	-36,380
Less: Carysbrook Elementary Water Leak Repair	-21,500
Less: Central Elementary Sewer Back Up	-3,200
Less: 12 Year Replacement Cycle for (82) Fire Extinguishers at FCHS	-5,945



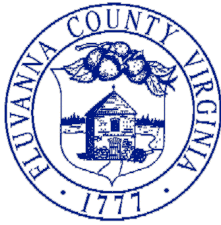
COUNTY OF FLUVANNA

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BOS2023-05-03 p.225/232

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Less: UVA Cooperative Procurement – Tennis Court Cracks	-1,100
Less: Rekortan – FCHS Track Repair	-26,630
Add: Closed CRM Projects 4/4/2023	341.98
FY23 Available:	305,658.98



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P.O. Box 540
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www.fluvannacounty.org

MEMORANDUM

Date: May 3, 2023
From: Theresa McAllister – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY22 Year End Audited Total Unassigned Fund Balance:	\$26,519,445
Unassigned Fund Balance – 12% Target Per Policy:	\$10,215,566
Unassigned Fund Balance – Excess Above Policy Target:	\$16,303,879
Less: Palmyra Village Streetscape Project 10.19.22	-317,831
Less: Pleasant Grove Athletic Field Lighting	-108,990
Current Unassigned Fund Balance – Excess Above Policy Target:	\$15,877,058

The Board of Supervisors Two Year Plan – *Draft, August 2022*

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
A		SERVICE DELIVERY			
A1		Work with FRA to identify support options for Fire and Rescue volunteers.		X	
A2		Perform comprehensive review of existing partnerships with local area support and non-profit groups providing services to Fluvanna residents; review service gaps and identify needed partnerships.	X	X	Begin in Year 1; complete in Year 2
A3		Initiate comprehensive review of traffic throughout the county with a particular focus on high-traffic areas around the Lake Monticello community.		X	
A4		Community transportation options and alternatives.		X	Shared school buses/drivers providing transportation for county residents; TJPDC Rural Transportation work group; JAUNT
A5		Implement annual county volunteer recognition ceremony.		X	
A6		Design implementation plan for professional Fire Chief position.		X	
B		COMMUNICATION			
B1		Develop communication plan to inform residents of County projects, accomplishments, and where tax dollars are spent.		X	
C		PROJECT MANAGEMENT			
C1		Continue Columbia area renewal efforts.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
C2		Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.	X		
C3		Continue Palmyra Village Streetscape	X	X	Phase I: project begins in 2025, street flow, sidewalks, and street parking on Stone Jail Street side of Civil War Park. Phase II: Crosswalks, sidewalks and parking on Main Street.
		C3.1 Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.	X		2022 Smart Scale Grant Awarded.
		C3.2 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C4		Successfully oversee and manage Fluvanna County aspects of the James River Water Project.	X	X	
C5		Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.	X	X	
C6		Pursue Fork Union revitalization.		X	
		C6.1 Research options for civic displays (flags, banners, Notable Residents, etc.)		X	
C7		Oversee New Administration Building project.	X	X	Multi-year project.
		C7.1 Create and Issue Request for Proposal for Design	X		
		C7.2 Select Design Firm for design of New Admin Building		X	
D		COMMUNITY DEVELOPMENT & ENRICHMENT			
D1		Draft and a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.	X	X	

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
		D1.1 Adopt Economic Development Strategic Plan.	X		
		D1.2 Implement five-year Economic Development Strategic Plan.		X	
D2		Seek opportunities to coordinate development activity at Fluvanna's northern border with Louisa County.	X	X	
D3		Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.	X		
D4		Investigate options for utilizing Dominion proffer - \$500,000 for recreation, green space.	X	X	
D5		Investigate opportunities to support expanded recreation opportunities, arts, and tourism.	X	X	Coordination with State agencies regarding the installation of additional boat ramps along the Rivanna and James Rivers. Fluvanna After Five @ Pleasant Grove.
D6		Research creating a "teaching farm" at PG Park.		X	Collaborative effort - FCPS? Cooperative Extension? Farm Bureau?
D7		Implement stronger Code Enforcement on the County's Spot Blight Abatement program	X	X	
D8		Review the Subdivision Ordinance on Cluster subdivisions; large lot subdivisions.		X	
D9		Review the Zoning Ordinance to look at higher density options between CPA and R4.		X	
E		FINANCIAL STEWARDSHIP AND EFFICIENCY			

#	Complete	2022 Two Year Goals	Year 1	Year 2	Notes
E1		Reduce the County's reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.	X		
E2		Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.	X	X	
E3		Plan for ways to adequately fund, implement and standardize the Capital Improvement Plan, eliminating deferred CIP projects.		X	