

Public Display

BOARD PACKET
BOARD OF SUPERVISORS
ADJOURNED MEETING
SEPTEMBER 20, 2016



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
ADJOURNED MEETING
TUESDAY, SEPTEMBER 20, 2016
GENERAL DISTRICT COURTROOM
11 BANK STREET, CHATHAM, VA 24531**

AGENDA

1. Call to Order – 7:00 p.m.
2. Roll Call
Barber Hagerman Blackstock Davis Scearce Warren Barksdale

3. Moment of Silence
4. Pledge of Allegiance
5. Items to be added to the Agenda
Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

APPROVAL OF AGENDA
HEARING OF CITIZENS
HEARING OF CITIZENS

CONSENT AGENDA

6. (a)

PUBLIC HEARINGS

Rezoning Cases

Case 1: Jason Karl Keesee & Beth Calloway Keesee – Callands-Gretna Election District R-16-021
M-1, Industrial District, Light Industry to A-1, Agricultural District

Open: _____ *Close:* _____

Speakers: _____

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

Y N A

Comments: _____

Barber

Hagerman

Blackstock

Scearce

Davis

Warren

Barksdale

(Roll Call Vote Y or N)

Case 2: K H C Associates, LLC – Banister Election District R-16-022

R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Open: _____ *Close:* _____

Speakers: _____

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

Y N A

Comments: _____

Barber

Hagerman

Blackstock

Scearce

Davis

Warren

Barksdale

(Roll Call Vote Y or N)

Case 3: Shonitra A. Slayton – Banister Election District R-16-02
R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Open: _____ Close: _____

Speakers: _____

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

Case 4: Adam E. Cooper & Jennifer Reynolds Cooper: Callands-Gretna Election District R-16-02
A-1, Agricultural District to R-1, Residential Suburban Subdivision District

Open: _____ Close: _____

Speakers: _____

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

UNFINIHSED BUSINESS

7. Expenditure Refunds for August 2016: *Motion was made by Mr. Barber, seconded by Mr. Davis, which required a 10-Day Layover that has now been met. Requires a Roll Call Vote*

Pages 14-17

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

NEW BUSINESS

8. West Piedmont Planning District Commission: Regional Strategic Planning Effort

Page 19

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

9. Financial Matters

(a) Merchants Capital Tax Refunds **Pages 20-24**

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Roll Call Vote

Y N A
Barber
Hagerman
Blackstock
Scearce
Davis
Warren
Barksdale
(Roll Call Vote Y or N)

Comments: _____

(b) Commonwealth's Attorney – Additional State Funds- **Requires a Roll Call Vote**

Page 25

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Roll Call Vote

Y N A
Barber
Hagerman
Blackstock
Scearce
Davis
Warren
Barksdale
(Roll Call Vote Y or N)

Comments: _____

(c) Workforce Investment Board – Incumbent Worker Training Program Grant-

Requires a Roll Call Vote **Pages 26-28**

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

Roll Call Vote

Y N A

Barber
Hagerman
Blackstock
Searce
Davis
Warren
Barksdale

Comments: _____

(d) Courthouse Maintenance Appropriation - **Requires a Roll Call Vote Page 29**

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

Roll Call Vote

Y N A

Barber
Hagerman
Blackstock
Searce
Davis
Warren
Barksdale

Comments: _____

10. Award RFP for Outreach Detention Services and Electronic Monitoring Services for Juvenile & Domestic Relations Court Services Unit **Pages 30-52**

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

11. Health Insurance Study – Lisette Jordan, Human Resources Manager **Page 53**

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

12. Lease for Mt. Hermon Library **Pages 54-72**

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

13. Renovation Appropriation for the Mt. Hermon Library **Page 73**
Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
-

14. Animal Shelter Project Update – Mark Narron, Animal Shelter Manager **Pages 74**
Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
-

15. Request for Resolution of Support 2016-09-04; Olde Dominion Agricultural Complex
Pages 75-76
Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
-

16. County Administrator Interviews Closed Session Certification **Pages 77-79**
Pursuant to Virginia Code §2.2-3712(B), the Pittsylvania County Board of Supervisors will be holding closed meetings at undisclosed locations within the following 15 days for the purpose of interviewing candidates for the position of Pittsylvania County Administrator
Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Roll Call Vote

	Y	N	A
Barber			
Hagerman			
Blackstock			
Scearce			
Davis			
Warren			
Barksdale			

Comments: _____

BOARD ANNOUNCEMENTS

REPORTS FROM LEGAL COUNSEL
REPORTS FROM COUNTY ADMINISTRATOR

ADJOURNMENT

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Time: _____

TO BE ADDED

HEARING OF CITIZENS

CONSENT AGENDA

PUBLIC HEARING

UNFINISHED BUSINESS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Expenditure Refunds for August 2016-<i>Motion made by Mr. Barber and seconded by Mr. Davis and has now met the 10-day layover requirement. Requires a roll call vote.</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Budget Amendment for expenditure refunds</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 9-20-16</p> <p><u>ITEM NUMBER:</u> 7</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u></p> <p style="padding-left: 40px;"><u>ACTION:</u></p> <p style="padding-left: 40px;"><u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Expenditures Refunds Memo</p> <p><u>REVIEWED BY:</u></p>
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BACKGROUND:

DISCUSSION:

Attached is a list of expenditure refunds for the month of August 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

RECOMMENDATION:

Staff recommends the reappropriation of \$64,133.91 as follows: \$400.80 to Treasurer-Legal Services (100-4-012410-3150), \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$100.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,185.38 to Sheriff-Parts (100-4-031200-6030), \$217.80 to Sheriff-Labor (100-4-031200-6031), \$50.00 to Jail-Food Supplies (100-4-033100-6002), \$10,336.38 to B&G-Repairs & Maintenance (100-4-043100-3320), \$4,495.00 to CSA-Pool Program (100-4-053500-7003), \$150.00 to Recreation-Field Maintenance (100-4-071100-6006), \$175.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$30,614.18 to WIA-Rent (251-4-353853-6014), \$16,309.37 to Building & Grounds Improvements (310-4-094130-8158). MOTION MADE BY BARBER AND SECONDED BY DAVIS AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. REQUIRES A ROLL CALL VOTE.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Expenditure Refunds for August 2016-Requires a motion and a 10-day layover.</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Budget Amendment for expenditure refunds</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 9-06-16</p> <p><u>ITEM NUMBER:</u> 10</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u></p> <p><u>ACTION:</u> <u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Expenditures Refunds Memo</p> <p><u>REVIEWED BY:</u> </p>
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BACKGROUND:

DISCUSSION:

Attached is a list of expenditure refunds for the month of August 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

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PITTSYLVANIA COUNTY

VIRGINIA

Finance Department
P. O. Box 426
Chatham, Virginia 24531



Phone (434) 432-7740
Fax (434) 432-7746
Gretna/Hurt (434) 656-6211
Bachelors Hall/Whitmell (434) 797-9550

MEMO TO: Clarence C. Monday
County Administrator

FROM: Kim Van Der Hyde 
Finance Director

SUBJECT: August Expenditure Refunds

DATE: August 31, 2016

The list below shows all expenditure refunds that were sent to the Finance Department during the month of August. I am recommending that all of the following expenditure refunds be reappropriated by the Board of Supervisors:

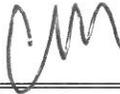
100-4-012410-3150	Treasurer-Legal Services Funds Received from a Tax Sale	400.80
100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-6024	Sheriff-Undercover Work Restitution	100.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	1,185.38
100-4-031200-6031	Sheriff-Labor Insurance Claim	217.80
100-4-033100-6002	Jail-Food Reimbursement	50.00
100-4-043100-3320	B&G-Repairs & Maintenance United Way Contributions 100-3-000000-189912	10,336.38
100-4-053500-7003	CSA-Pool Program Overpayment	4,495.00
100-4-071100-6006	Recreation-Field Maintenance Insurance Claim	150.00

100-4-082500-6014	Ag Development-Farmer's Market	175.00
	Vendor Fees (100-3-000000-189918)	
251-4-353853-6014	WIA-Rent	30,614.18
	Rent Payments (251-3-000000-150201)	
310-4-094130-8158	Building & Grounds Imp.	16,309.37
TOTAL AUGUST EXPENDITURE REFUNDS		\$64,133.91

NEW BUSINESS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> West Piedmont Planning District: Regional Strategic Planning Effort Update	<u>AGENDA DATE:</u> 09-20-2016	<u>ITEM NUMBER:</u> 8
<u>SUBJECT/PROPOSAL/REQUEST</u> Presentation	<u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> No	
	<u>REVIEWED BY:</u>	

BACKGROUND:

DISCUSSION:

David Hoback, Executive Director for the West Piedmont Planning District (WPPDC), will briefly discuss the WPPD's Regional Strategic Planning Effort and its legislative agenda to be more concise and more focused on local government issues that broadly impact all our localities.

RECOMMENDATION:

Staff submits this to the Board of Supervisors for their review and consideration.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Merchants Capital Tax Refunds</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Merchants Capital Tax Refunds</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 09-20-2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> 1) Three (3) letters dated September 14, 2016 from the Commissioner of the Revenue to the Treasurer's Office concerning Merchants Capital Tax Refunds</p> <p><u>REVIEWED BY:</u></p>	<p><u>ITEM NUMBER:</u> 9(a)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

DISCUSSION:

Based on the Board of Supervisors' recent action on September 3, 2016 adjusting the methodology used for assessing Merchants Capital Tax that included adjusted, retro-active assessments to January 1, 2016, attached are three (3) letters from the Commissioner of the Revenue to the Treasurer concerning requests for refunds under §58.1-3990 of the Code of Virginia, 1950, as amended.

Atkinson Truck Sales Bill Number – 16A64004/ Account #64004 – Partial Refund
 Merchants Capital – 2016 Assessed Value: \$2,268,750.00; Tax: \$62,390.63 - 2016 Refund Due: \$39,617.33
 3 months interest: \$990.42
 Total Refund Due with Interest: \$40,607.75

J& J Truck Sales Bill Number-16A128972/ Account #128972 – Partial Refund
 Merchants Capital – 2016 Assessed Value: \$3,967,960.00; Tax: \$109,366.40 - 2016 Refund Due: \$39,381.79
 3 months interest: \$984.54
 Total Refund Due with Interest: \$40,366.33

Smith Mountain Industries Bill Number-16A220633.00; Account #220633 – Partial Refund
 Merchants Capital – 2016 Assessed Value: \$1,895,190.00; Tax: \$52,117.73 - 2016 Refund Due: \$31,846.10
 3 months interest: \$796.14
 Total Refund Due with Interest: \$32,642.24

Total tax refund requests: \$113,616.32

RECOMMENDATION:

Staff recommends the Board of Supervisors authorize the Treasurer to issue the refund of \$113,616.32.



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P. O. BOX 272
CHATHAM, VIRGINIA 24531

(434) 432-7940
(434) 656-6211
FAX (434) 432-7957
shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

Mr. Clarence Monday
Pittsylvania County Administrator
PO Boc 426
Chatham, VA 24531

RE: MERCHANTS CAPITAL METHODOLOGY CHANGE

Dear Mr. Monday:

Enclosed please find 3 letters of refund that will need the Board of Supervisor's approval based on the County Ordinance.

These refunds are a result of the recent changes made to the Merchants Capital methodology.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH

Enclosures



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P.O. BOX 272
CHATHAM, VIRGINIA 24531

(434)432-7940
(434)656-6211
FAX (434)432-7957
shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

September 14, 2016

Vincent Shorter, Treasurer
Pittsylvania County
Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer's assessment on Merchants Capital was adjusted based on the Board of Supervisors revising the methodology in assessment. This was retro-active to January 1, 2016. The taxpayer states taxes have been paid and is requesting a refund under Sec.58.1-3990 Code of Virginia.

NAME & ADDRESS:

**ATKINSON TRUCK SALES
11541 U S HWY 29 NORTH
CHATHAM VA 24531**

ACCOUNT #64004

BILL NUMBER:16A64004.00

Full or Partial: Partial

Merchants Capital - 2016 ASSESSED VALUE: \$2268750 TAX: \$62390.63

2016 REFUND DUE: \$39,617.33

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH/syh



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P. O. BOX 272
CHATHAM, VIRGINIA 24531

(434) 432-7940
(434) 656-6211
FAX (434) 432-7957
shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

September 14, 2016

Vincent Shorter, Treasurer
Pittsylvania County
Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer's assessment on Merchants Capital was adjusted based on the Board of Supervisors revising the methodology in assessment. This was retro-active to January 1, 2016. The taxpayer states taxes have been paid and is requesting a refund under Sec.58.1-3990 Code of Virginia.

NAME & ADDRESS:
J & J TRUCK SALES
7441 DRY FORK RD
DRY FORK VA 24549

ACCOUNT # 128972

BILL NUMBER: 16A128972.00

Full or Partial: Partial

Merchants Capital - 2016 ASSESSED VALUE: \$3,976,960 TAX: \$109,366.40

2016 REFUND DUE: \$39,381.79

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH/syh



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P.O. BOX 272
CHATHAM, VIRGINIA 24531

(434)432-7940
(434)656-6211
FAX (434)432-7957
shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

September 14, 2016

Vincent Shorter, Treasurer
Pittsylvania County
Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer's assessment on Merchants Capital was adjusted based on the Board of Supervisors revising the methodology in assessment. This was retro-active to January 1, 2016. The taxpayer states taxes have been paid and is requesting a refund under Sec.58.1-3990 Code of Virginia.

NAME & ADDRESS:

**SMITH MOUNTAIN INDUSTRIES
DbA VIRGINIA CANDLE COMPANY
200 TOY LANE
BLAIRS VA 24527**

ACCOUNT # 220633

BILL NUMBER: 16A220633.00

Full or Partial: Partial

Merchants Capital - 2016 ASSESSED VALUE: \$1,895,190 TAX: \$52,117.73

2016 REFUND DUE: \$31,846.10

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH/syh

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Commonwealth's Attorney-Additional State Funds- <i>Requires a Motion and a Roll Call Vote</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Appropriation of additional state funds because of vacancy savings at the Compensation Board</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><u>AGENDA DATE:</u> 9-20-16</td> <td style="width: 40%;"><u>ITEM NUMBER:</u> 9(b)</td> </tr> <tr> <td><u>ACTION:</u> Yes</td> <td><u>INFORMATION:</u></td> </tr> <tr> <td><u>CONSENT AGENDA:</u></td> <td></td> </tr> <tr> <td><u>ACTION:</u></td> <td><u>INFORMATION:</u></td> </tr> <tr> <td><u>ATTACHMENTS:</u> No</td> <td></td> </tr> <tr> <td><u>REVIEWED BY:</u></td> <td style="text-align: center; vertical-align: middle;"></td> </tr> </table>	<u>AGENDA DATE:</u> 9-20-16	<u>ITEM NUMBER:</u> 9(b)	<u>ACTION:</u> Yes	<u>INFORMATION:</u>	<u>CONSENT AGENDA:</u>		<u>ACTION:</u>	<u>INFORMATION:</u>	<u>ATTACHMENTS:</u> No		<u>REVIEWED BY:</u>	
<u>AGENDA DATE:</u> 9-20-16	<u>ITEM NUMBER:</u> 9(b)												
<u>ACTION:</u> Yes	<u>INFORMATION:</u>												
<u>CONSENT AGENDA:</u>													
<u>ACTION:</u>	<u>INFORMATION:</u>												
<u>ATTACHMENTS:</u> No													
<u>REVIEWED BY:</u>													

BACKGROUND:

Bryan Haskins, Commonwealth's Attorney, was made aware at the end of last fiscal year that he had vacancy savings remaining at the Compensation Board that could be reallocated to current employees in his office. A request was made by Mr. Haskins to utilize these funds. Since this was done after the adoption of the FY2017 budget, these funds were not included in the original state revenue figures for the Commonwealth's Attorney's office nor in the Commonwealth's Attorney's budget.

DISCUSSION:

The Commonwealth's Attorney will receive an additional \$4,059.00 in salary and fringes from the Comp Board in FY2017.

RECOMMENDATION:

Staff recommends that the Board amend the Commonwealth's Attorney's budget and appropriate \$4,059.00 to the salary and fringe line items (100-4-022100) from the additional funds that will be received from the State Compensation Board (100-3-000000-2301). **REQUIRES A MOTION AND A ROLL CALL VOTE.**

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Workforce Investment Board-Incumbent Worker Training Program- <i>This item requires a motion and a roll call vote</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Appropriation of the Incumbent Worker Training Program for the Work Force Investment Act (WIA) Fund</p> <p><u>STAFF CONTACT(S):</u></p> <p>Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u></p> <p>9-20-16</p> <p><u>ACTION:</u></p> <p>Yes</p> <p><u>CONSENT AGENDA:</u></p> <p><u>ACTION:</u></p> <p><u>ATTACHMENTS:</u></p> <p>Notice of Obligation-Virginia Community College System Budget Worksheet-Incumbent Worker Training Program</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u></p> <p>9(c)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

DISCUSSION:

Pittsylvania County received a Notice of Obligation from the Virginia Community College System, state fiscal agent, for the Workforce Investment Act for a Statewide-Incumbent Worker Training Program Grant. The total of the grant funds is \$150,000.00 and will be used to train incumbent workers in our area. A budget breakdown is also attached showing how these funds will be spent. This grant does not require a local match.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve and appropriate a total of \$150,000.00 as set forth in the attached documents to the WIA Fund. THIS ITEM REQUIRES A MOTION AND A ROLL CALL VOTE.

VIRGINIA COMMUNITY COLLEGE SYSTEM
Arboretum III - 300 Arboretum Place, Third Floor, Suite 200
Richmond, Virginia 23236

NOTICE OF OBLIGATION

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
INCUMBENT WORKER TRAINING PROGRAM

Award Period: June 1, 2016 - December 31, 2017

Subrecipient: West Piedmont
 CFDA #: 17.260

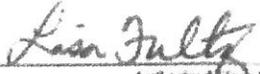
NDD No.: IWA-17-15-01-IWTRR
 Program Code: 3022

Fund Type	Prior		New	
	Level	Change	Level	Amount
WIOA Statewide - Incumbent Worker Training	5	150,000	5	150,000
Total All Programs	5	150,000	5	150,000

The subrecipient must follow Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Chapter I, Chapter II, Part 200 et al including the Department of Labor's exceptions codified at 2 CFR Part 2900.

This award is for Incumbent Worker Training Program activities in accordance with the Incumbent Worker Training Program RFP and the line item budget.

By my signature, I accept the Terms & Conditions of this award and agree to use the funds as outlined.

 _____ Authorized Signature	10 Jun 2016 _____ Date
Lisa Fultz _____ Print Name	Executive Director _____ Title

VCCS Approved by:

George Farnham, Administrator Federal Workforce Programs (804) 319-5387 _____	_____ Date
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Incumbent Worker Innovation Budget		
Item	Awarded Amount	Description
		\$715 a month for 19 months for oversight, developing contracts, reporting, tracking outcomes etc. Includes salary and fringe.
LWIA Administrative Activities	\$ 13,600.00	
LWIA Indirect Costs	\$ 1,360.00	10% of Admin
LWIA Incumbent Worker Training	\$ 132,515.00	Propose to serve at least 75 participants with Incumbent Worker Training
LWIA Travel	\$ 475.00	For business services staff travel related to project
LWIA Supplies	\$ 250.00	Supplies related to the project
LWIA Outreach	\$ 1,800.00	To promote the opportunity to local employers throughout the region
Total	\$ 150,000.00	

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Courthouse Maintenance Appropriation-<i>Requires a Motion and a Roll Call Vote</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Budget Amendment-Courthouse Maintenance Fund</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 9-20-16</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> No</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 9(d)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Since the adoption of the FY 2017 budget, the Courthouse has needed major roof repairs.

DISCUSSION:

A total of \$37,000 is needed from the Courthouse Maintenance Fund to make much needed repairs to the Courthouse roof. The Fund currently has a balance of \$40,640.61 and can only be used for the maintenance of the Courthouse.

RECOMMENDATION:

Staff recommends that the Board approve an amendment to the Courthouse Maintenance budget and appropriate a total of \$37,000. THIS ITEM REQUIRES A MOTION AND A ROLL CALL VOTE.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Award RFP for Outreach Detention Services and Electronic Monitoring Services for J&D Court Unit Services.</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Award contract to Intercept Youth Services, Inc</p> <p><u>STAFF CONTACT(S):</u> C. Monday, J. Green, Jay Gaylor, Brenda Gee, Linda Mills, Connie Gibson</p>	<p><u>AGENDA DATE:</u> 09/20/2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> 1) RFP 2) Contract with addendum</p> <p><u>REVIEWED BY:</u></p>	<p><u>ITEM NUMBER:</u> 10</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Pittsylvania County Juvenile and Domestic Court Services Unit requested proposals for The Outreach Detention program which provides supervision & intervention of youth before the Court and on supervision to the CSU and electronic monitoring.

The goal of the program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The goal of the Electronic Monitoring Services program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

DISCUSSION:

The Purchasing Department emailed to seven vendors, the RFP dated 06/28/2016. We advertised in 2 local newspapers, posted on the County's public notice board and posted on the County's website. We received five responses. All response was evaluated. The top 2 ranking vendors, Intercept Youth and WW Moore gave presentations on 8/23/16. The evaluation committee consisting of Joyce Green, Jay Gaylor, Brenda Gee, and Linda Mills voted that Intercept Youth Inc. was the best choice for the County.

The contract will be for 2 years with one- 2 year renewal.

Funds have already been appropriated for FY2017 from the VJCCCA.

RECOMMENDATION: Staff recommends the Board of Supervisors to authorize the County Administrator to execute the contract with Intercept Youth Services, Inc.



County of Pittsylvania, VA

Contract Number: 20160930

This contract entered into this 1st day of October, by Intercept Youth Services, Inc hereinafter called the "Contractor" and County of Pittsylvania called the "Purchasing Agency."

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

SCOPE OF SERVICES: The Contractor shall provide the services to the County of Pittsylvania as set forth in the RFP 16-06-28 and proposal received.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From 10/01/2016 through 06/30/2018 with one optional 2 year renewal.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposals dated June 28, 2016:
 - (1) Scope of services,
 - (2) The General Conditions
- C. The Provider's Proposal dated July 18, 2016 and;
- D. The negotiated modifications (attachment A) to the RFP/Proposal, all of which documents are incorporated herein.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM

J.V. Hunt

**J. VADEN HUNT, ESQ.
ATTORNEY, PITTSYLVANIA COUNTY**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT A

Amendment

OWNER: Pittsylvania County Board of Supervisors
CONTRACTOR: Intercept Youth Services, Inc.
SERVICES: Outreach Detention and Electronic Monitoring
DATE OF AMENDMENT: September 7, 2016

ATTACHMENT A

The Contractor and Agency agrees to the negotiation items listed below:

- Intercept has up to 24 hours from the time J&D Court Services contacts them to install the GPS on the juvenile at any location in the State of Virginia.
- Charge of \$39.00 per hour for any court-related matters. This includes attending Pittsylvania County J&D Court or Court services to testify in court, sign petitions and any other necessary needs we may have. Time will be billed in increments of 15 minutes to begin when the Contractor arrives at the Courthouse and end when Contractor leaves the Courthouse.
- Make a telephone contact on the days there will be no face-to-face contact. There will be no charges for telephone calls.
- Pittsylvania County will be able to use other resources that Intercept may offer. Price will be negotiated when determined the need is necessary.



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
RFP 16-06-28
OUTREACH DETENTION SERVICES AND
ELECTRONIC MONITORING SERVICES**

June 28, 2016

CONTACTS: CONNIE GIBSON, PURCHASING MANAGER

Pittsylvania County, Virginia
RFP # 16-06-28
Outreach Detention and Electronic Monitoring Services

1.0 GENERAL INFORMATION FORM

DUE DATE: Sealed Proposals will be received until **July 18, 2016**, no later than **10:00AM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: One original and three (3) copies of the proposals should be mailed or hand delivered to:
Pittsylvania County Purchasing Department
Att: Connie Gibson,
1 Center Street, Chatham, VA 24531.

Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than **2:00 p.m., July 7, 2016**. Questions may be faxed to (434) 432-7746 or emailed to Connie.gibson@pittgov.org.

All questions shall be directed to:

Ms. Connie Gibson
Purchasing Manager
Pittsylvania County
P.O. Box 426
Chatham, VA 24531

Tel: (434) 432-7744
Fax: (434) 432-7746
Email: Connie.Gibson@pittgov.org

2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by July 8, 2016, 5pm. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink by Officer of the Corporation)

_____ Name: _____
(Please Print)

_____ Zip Code _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

2.0 INTRODUCTION

Pittsylvania County Juvenile and Domestic Court Services Unit is requesting proposals for The Outreach Detention program which provides supervision & intervention of youth before the Court and on supervision to the CSU and electronic monitoring.

The goal of the program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The goal of the Electronic Monitoring Services program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing in technology and services designed to track and monitor offender movement through GPS technology to ensure offender compliance with court-orders. These services may be used as needed by all County agencies, including the Juvenile Court Service Unit (JCSU) .

The anticipated number of offenders to be monitored and tracked on a continuous basis may range from one (1) to forty-five (45) Juveniles. However, the County will be under no obligation to maintain a minimum or maximum number of juveniles on the system.

The successful Contractor shall provide the County with all equipment (hardware and software) necessary for the monitoring and tracking services. All Contract services will be performed in accordance with this RFP.

The firm shall provide trained and qualified personnel for both Outreach Detention and Electronic Monitoring Programs.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 SCOPE OF SERVICES

A. Outreach Detention Service Description

The program shall have staff visit the client in the home and outside the home through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's

approved schedule must be reported to the court as soon as possible. The staff shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker provides services to each client, which helps to ensure that the child remains trouble free and available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program.

Outreach Program should have 3 monitoring visits during the week and 1 on the weekend. The visits should be on random days and times.

B. Electronic Monitoring Service Description

The Electronic Monitoring program shall monitor the client's location using electronic equipment. When the client is outside of the home, the caseworker shall attempt to verify the subject's reported location through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's approved schedule must be reported to the court as soon as possible. The program shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker shall provide services to each client, which help to ensure that the child remains trouble free and available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program..

EM should have two (2) monitoring visits during the week and one (1) on the weekend. The visits should be on random days and times. There also should be an after-hours system beyond the normal 8 a.m. to 5 p.m. work day in place to deal with emergencies and violations of the programs' rules.

There will be the following requirements for the programs:

- Outreach will need 3 face-to-face contacts during the week and one on the weekend.
- EMP will need 2 face-to-face contacts during the week and one on the weekend.
- The staff person has to be available to testify in any violations of the programs rules as well as meeting with the Intake Officer to file the Violations.

Monitoring Facility

1. The Contractor shall, at a centrally located Monitoring Facility, receive, store, and disseminate information generated by the monitoring equipment and system, unless

Contractor's system does so at the local County level. Any services provided through a subcontractor may be performed at a separate facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking system; electronic monitoring system that is transparent to the County case manager in the remote access environment).

2. The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community. The Monitoring Facility shall be located at a secure location where access to the Center and all records are restricted only to authorized individuals.
3. Remote Access to Monitoring System: The Contractor shall provide to the County and its case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify Offender monitoring information (i.e., web-enabled or application).

Note: The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4. Upon the occurrence of any Key Event, the monitoring system shall notify the County case worker using the caseworker's selected options and schedule by voice, text, pager notification, or e-mail (or all of these methods if selected).
5. The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a system malfunction.

Training

1. The Contractor will coordinate with the County to modify the Training Plan as needed, prepare/provide training materials, and deliver training to all County employees using the Contractor's GPS monitoring services.

2. The Contractor shall provide, without cost to the County, trainings session for the County designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified. This training shall take place in a location(s) convenient for department employees. The training will include written instructions concerning use of the monitoring system and equipment.

3. When requested by the County, the Contractor shall provide additional training as needed to include periodic training scheduled for new County staff, training to update staff on any new enhancements to the Contractor's system or to provide refresher training which will be at a minimum of once per year. The COUNTY will limit such

additional training sessions to those situations where the training is required to properly implement and operate the monitoring program and will not intend to cause unreasonable cost or inconvenience to the Contractor.

4. All on-site and off-site training provided by the Contractor under this Contract (other than the answering of routine questions received over the course of performance) will be coordinated through the County Contract Administrator or designee.

Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter from juveniles.

4.0 FIRM'S RELATIONSHIP TO THE COUNTY

a) Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent contractor as to work and is in no respect any agent, servant, or employee of the County. The contract shall specify the work to be done by the vendor, but the method to accomplish the work shall be the responsibility of the Firm.

b) Subcontracting

The Vendor may subcontract services to be performed hereunder with the prior approval of the County, which approval shall not reasonably be withheld. No such approval will be constructed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the vendor of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

5.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- a) Ability to meet or exceed all requirements stated in Scope of Services. Any deviation in the requirements shall clearly defined. (30 points)

- b) Adequacy and availability of professional level staffing. Education, knowledge, and related work experience of management staff, customer and technical support staff in providing GPS tracking and monitoring services (5 points)
- c) System malfunction contingency plan back up monitoring system. (5 points)
- d) Ability to provide complete/informational and user-friendly monitoring/tracking reports of offender's movement activities. (10 points)
- e) Credentials and related experience. (10 points)
- f) Cost of services. (35 points)
- g) Compliance with contract Terms and Conditions. (5 pts)

6.0 AWARD PROCEDURES

- a) A selection committee shall review the proposals. The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

The County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- b) The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.
- c) The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.
- d) RENEWAL OF CONTRACT: This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

7.0 SUBMISSION OF PROPOSALS FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- a) The Contractor shall provide information on monitoring system architecture to include the hardware, software, Application and power source(s).
- b) Provide a listing showing professional staffing. Provide resumes of these personnel, in particular showing their related work experience of management staff. Include information regarding your customer and technical support in providing GPS tracking and monitoring services.
- c) Provide documentation showing your company's contingency plan for backup monitoring services.
- d) Provide sample reports including sample invoices
- e) Firm Credentials and References. All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.
- f) Provide breakdown of cost of services. The County would like to see an example of what a monthly bill would be for having thirty (30) units in an active monitoring status and six

- (6) units on a shelf status. Please include all costs associated with this operation on the sample invoice.
- g) Compliance with Contractual Terms and Conditions. Either state your acceptance of our contract terms and conditions or describe your variances to our terms and conditions.
- h) Include the equipment specification literature and the warranty information from the manufacturer.

SPECIAL TERMS AND CONDITIONS

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, www.pittsylvaniacountyva.gov and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531..

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RENEWAL OF CONTRACT: This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract.: Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the

SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

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

- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – 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, 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 such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit

of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order

quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Pittsylvania County reserves the right to determine in its sole discretion whether to allow such waiver):

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

Attest:

Secretary Date

STATE OF _____, To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that _____ whose name(s) is/are signed to the foregoing statement bearing date of _____, 20____, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

GIVEN under my hand and seal this _____ day of _____, 20____.

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

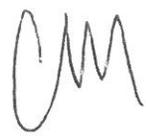
Name of Official

Title

Firm or Corporation

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Health Insurance Study	<u>AGENDA DATE:</u> 09-20-2016	<u>ITEM NUMBER:</u> 11
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>ACTION:</u> No- Information Only	<u>ATTACHMENTS:</u>
<u>STAFF CONTACTS:</u> Mr. Monday; Ms. Jordan	<u>REVIEWED BY:</u>	

BACKGROUND:

It is the intent of the county to provide high quality Employee Health Insurance at an affordable cost to both the County and our employees. The Insurance Focus Committee continues to examine the County's current plan, conduct research and develop long-term objectives for effective employee recruitment and retention.

DISCUSSION:

Lisette Jordan, Human Resources Manager, will provide an update to the Board of Supervisors, covering work of the Committee and discussing SB 364 (Chafin) regarding Local Option Health Plan.

RECOMMENDATION:

Information Only

separate businesses consisting of 1,200 square feet per business. It is the Library Board's intent to renovate the entire facility. The county staff, working with the Director of the Library, has negotiated the attached lease for a period of ten years. The ten year period will give the county assurances that the investments made in the renovation would serve the county for at least ten years at a fixed cost with the ability to negotiate future extensions. Funds have been included in the library budget this fiscal year to accommodate the lease payments.

The staff also reviewed the market value in the Mount Herman area for commercial lease space and has determined \$6 per square foot for the low end and \$9 per square foot for the high end. This lease will be at the high end of market value in the Mount Herman area. However, one of the values added at this particular location, staff could not identify any other available space that would meet the requirements. According to census data, approximately 16,000 county residents live within a five mile radius of this facility. If the Board of Supervisors decides to move forward with this project, staff recommends the following.

RECOMMENDATION:

Staff recommends the Pittsylvania County Board of Supervisors approve the attached lease and authorize the County Administrator to execute it.

LEASE

THIS LEASE, made this ___ day of _____, 2016, by and between TUSCARORA FARMS, INC., hereinafter referred to as "Lessor," party of the first part, and the (BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA,) hereinafter collectively referred to as "Lessee," party of the second part.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. LEASE OF PROPERTY; WARRANTIES AND COVENANTS OF LESSOR:

Lessor hereby leases and demises and Lessee hereby rents the following property:

That certain real property at the addresses of 4058, 4060, 4062, and 4064 Franklin Turnpike, Danville, Virginia, consisting of 5,000 square feet, and all fixtures and equipment which is the property of Lessor located on the real property (hereinafter, the "Premises").

2. TERM OF LEASE:

The initial term of this Lease shall be for a period of ten (10) years, commencing the ___ day of _____, 2016, with a maturity of August 31, 2026.

3. RENT:

The rent during Lease, shall be:

a) Three thousand five hundred and 00/100 dollars (\$3,500.00) per month. All rent payments shall be paid to Tuscarora Farms, Inc., 470 Piney Forest Road, Danville, Virginia, 24540. Monthly rental installments shall be due and payable on the first (1st) day of each month during the Lease. Should any monthly payment of rent remain overdue and unpaid for a period of fifteen (15) days, Lessee shall be in default, and Lessor, at its option, may be entitled to any and all of the remedies provided under Paragraph 17 of this Lease.

4. LATE CHARGES:

In the event Lessee does not pay monthly rentals or other charges which Lessee is required to pay to Lessor under this Lease within ten (10) days of the date such payments are due, Lessee shall pay to Lessor, at the option of Lessor, ten percent (10%) of the monthly installment. If a monthly rental installment is paid by check and the check is returned seven (7) days after the due date, the late charge shall apply.

5. NON-APPROPRIATION PROVISION:

Notwithstanding any other provision in this Lease to the contrary, if the Lessee fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the Lessee pursuant to the provisions of this Lease, which become due or payable during such fiscal year, then this Lease, and all the obligations of the Lessee hereunder shall automatically terminate at the end of the fiscal year in which

such non-appropriation occurs. The Lessee agrees to use its reasonable efforts to obtain any necessary funding contemplated by this Lease on an annual basis.

6. UTILITIES AND SERVICES:

Lessee shall be responsible for the payment of all utilities, including, but not limited to, water, gas, sewer, electric power, fuel consumed or used in or at the Premises, and any other utility or service used or attributable to the Premises.

7. TAXES:

Lessor will pay all real estate taxes assessed against the Premises. Lessee shall be responsible for all business, license, capital, or other taxes, levies, or other charges applicable to Lessee's business/use.

8. USE OF PREMISES:

The Premises shall be used for the operation of a public library and other appropriate public uses, and for no other purpose without the express written consent of the Lessor.

9. REPAIRS AND ALTERATIONS:

A. LESSOR'S REPAIRS:

Lessor shall, at its own cost and expense, make such repairs, alterations, and replacements to the parking area and structure, roof, and exterior of the building and to the Premises, and all buildings systems and equipment provided by Lessor to include plumbing, electrical, and heating and air

conditioning, as shall be reasonably necessary for Lessee's occupancy of, and conduct of business/use in the Premises and use of the parking areas, unless the need for such repairs is occasioned by the negligent or willful act of Lessee, its agents, employees, or invitees.

B. LESSEE'S REPAIRS:

Lessee covenants that during the Lease it will maintain the interior of the Premises and, subject to Lessor's express obligations under this Lease, Lessee will, at its sole cost and expense, keep the same in as good a condition and repair throughout the Lease as when first occupied, subject to reasonable wear and tear. Lessee shall have no obligation to make any replacements to the Premises, and Lessor has elsewhere in this Lease agreed to be responsible for the maintenance, repair, and replacement of all building systems, including systems for the Premises such as fixtures, equipment, and systems for heating and air conditioning, electrical, plumbing, light fixtures, and fire alarm. Lessee will deliver the Premises, at the expiration or sooner termination of the Lease, in the order and condition when first occupied, ordinary wear and tear and matters outside the reasonable control of Lessee excepted. Unless Lessor has specifically agreed to do so, Lessee shall have the obligation to repair, and/or to replace, at Lessee's cost and expense, any refrigerator, ice maker, or similar fixtures in Lessee's kitchen during the Lease. Lessee further agrees to be responsible for all

landscaping, grass maintenance, and the replacement of light bulbs during the Lease. All installations, repairs, restorations, and replacements required of a party hereunder shall be equal in quality to the original work.

C. TRADE FIXTURES:

All trade furnishings, fixtures, and equipment supplied and/or installed at the sole expense of Lessee, shall remain Lessee's property. Lessee may remove these items within five (5) days after termination of this Lease, provided:

- (a) Lessee is not in default hereunder at the time of termination;
- (b) Removal of the items can be accomplished without major damage to the Premises; and
- (c) Lessee, within a reasonable time (not exceeding ten (10) days after removal), repairs or reimburses Lessor for the cost of repairing all resulting damages.

D. ALTERATIONS:

Lessee shall maintain the Premises, and every part thereof, in at least as good repair and conditions as when Lessee took occupancy, damages by causes beyond the control of Lessee, reasonable use, and ordinary wear and tear excepted. Lessee shall not make, or suffer to be made any alterations, additions, or improvements to or of the Premises, or any part thereof, without prior written consent of Lessor, which consent the Lessor covenants and agrees shall not be unreasonably withheld.

conditioned, or delayed; provided, however, no consent shall be required for any alterations, so long as such alterations are non-structural, do not decrease the value of the Premises, and do not alter the exterior appearance of the Premises. In the event Lessor consents to the proposed alterations, additions, or improvements, the same shall be at Lessee's sole cost and expense, except as otherwise provided in this Lease, or as otherwise agreed in writing by Lessor, and Lessee, to the extent allowed by Virginia law, shall hold the Lessor harmless on account of the cost thereof. Any such alterations shall be made at such time, and in such manner, as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by the other tenants thereof. The Lessor has the right to promulgate regulations consistent with the above. All such alterations, additions, and improvements shall become the property of Lessor, and shall be surrendered along with the Premises, at the expiration or earlier termination of this Lease.

E. LIENS:

Lessee shall promptly pay its contractors and materialmen for all work done and performed by Lessee, so as to prevent the assertion or imposition of liens upon or against the Premises.

In the event a Memorandum of Mechanic's lien is filed, and Lessee fails to remove the lien within ten (10) days, Lessor may

elect to satisfy and remove the lien by paying the full amount claimed, without investigating the validity thereof, and Lessee shall pay Lessor, upon demand, the amount so paid by Lessor, including Lessor's costs and expenses, with interest. If Lessee fails to pay Lessor the amount as paid, including Lessor's costs and expenses with interest within ten (10) days after demand, Lessee shall be in default hereunder.

F. LESSOR'S LIABILITY:

Lessor shall not be liable to Lessee for any damages which may result from any failure of the Lessor to make any repairs required by this Lease to be made by the Lessor, unless the Lessor has received written notice of the needed repairs, in reasonable detail, or has actual knowledge of the need for such repairs sufficiently in advance of the occurrence of such damages or losses to allow adequate time for the Lessor to effect such repairs. In the event the Lessor fails to make any repairs required to be made by the Lessor pursuant to this Lease after reasonable receipt of such notice from Lessee, due allowance being made for the time reasonably necessary to effect such repairs, Lessee may, at Lessee's option, make such repairs. Lessee may abate rents by the cost of such repair or maintenance.

Lessee's only remedy under this Lease shall be for money damages or specific performance. In no event, shall Lessee have the right to levy execution against any property of Lessor other than his interests in the Premises. In the event of a sale or

other transfer of Lessor's right, title, and interest in the leased Premises, Lessee shall be released from all liability and obligation under this Lease at the option of the Lessee.

10. RULES AND REGULATIONS:

In addition to other covenants and conditions under this Lease, Lessee agrees as follows:

(a) Lessee shall, at all times, maintain the premises in a clean and neat condition;

(b) Lessee shall not engage, permit, or allow on the Premises any act or practice which is unlawful or immoral, which might injure the reputation of the Premises, or which constitutes waste or a nuisance; and

(c) Lessee shall not conduct any auction, fire, bankruptcy, sales, or close-out sales, on the Premises, without the prior written consent of Lessor.

11. INSURANCE:

A. CASUALTY INSURANCE ON CONTENTS:

Lessee shall maintain, at its expense, fire and casualty insurance coverage, protecting its property and the property of others located on the Premises from loss, damage, or injuries.

B. INCREASE IN FIRE INSURANCE PREMIUMS:

Lessee shall not keep in or upon the Premises any property which is prohibited by the standard policy form of fire insurance.

C. LIABILITY INSURANCE DURING THE LEASE:

Lessee shall provide and keep in force, for the protection of the general public and Lessor, liability insurance against claims for property damage, bodily/personal injury, or death upon the Premises, to the extent of not less than five hundred thousand and 00/100 dollars (\$500,000.00), with respect to property damage, bodily/personal injury, or death to any one (1) person and to the extent of not less than one million and 00/100 dollars (\$1,000,000.00) for property damage, bodily/personal injury, or death to any number of persons arising out of one accident.

D. NOTICE TO LESSOR REGARDING INSURANCE:

Any form of insurance provided in Paragraph 11(C), shall be in a form approved by Lessor. Unless otherwise provided, such policy shall name Lessor as an additional insured and shall contain a clause that the insurer shall not cancel, materially modify, or fail to renew the insurance without first giving Lessor thirty (30) days' prior written notice. Any such insurance shall be with an insurance company approved by the Lessor, authorized to do business in the Commonwealth of Virginia, and have a policyholder's rating of no less than "the most current edition of best insurance reports." A copy of the policy or certificate evidencing the insurance shall be delivered to the Lessor.

12. INDEMNIFICATION OF LESSOR:

Lessor shall not be liable for any damage to property or

injury arising from Lessee's occupation or use of the Premises, except as may be caused by Lessor's failure to perform under the Lease.

To the extent allowed by Virginia law, Lessee shall protect, indemnify, defend, and save harmless the Lessor, his agents, or servants from and against any and all claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) resulting from the negligent, unlawful, or willful acts or omissions of Lessee, Lessee's employees, representative, agents, customers, invitees, or visitors, or from Lessee's failure to perform any obligation imposed upon it by law or the provisions of this Lease, notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of Lessor, its agents,

contractors, or servants.

13. DAMAGES TO PREMISES:

If the Premises is made untenable in whole or in part by fire or other casualty, the Lessor or Lessee, if it elects, may:

A. Terminate this Lease, effective as of the date of such fire or casualty, by written notice given to the Lessee/Lessor within thirty (30) days after such date, in which event rents shall abate from the date the Premises becomes untenable as a result of such fire or casualty; or

B. Repair, restore, or rehabilitate said Premises at Lessor's/Lessee's expense within sixty (60) days after the date

of such fire or casualty, in which event the term thereof shall not terminate, but any rents herein reserved shall be abated on a *per diem* basis for such period which the Premises remaining untenable. If only a portion of the Premises is untenable during such period, rents shall abate in proportion to that part of the total floor space which is untenable in relation to the total floor space of the Premises.

C. The right of termination under this Paragraph is separate and independent of any other provisions of this Lease relative to termination.

14. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublet the Premises without prior written consent of Lessor. Such consent shall not be unreasonably withheld.

15. EMINENT DOMAIN:

In the event the whole of the Premises shall be taken by any public authority under the power of eminent domain or like power, this Lease shall terminate as of the date possession is required to be delivered to the appropriate authority. In the event of only a partial taking under such power, which does not materially render the Premises unsuitable for Lessee's purposes, this Lease shall not terminate, but there shall be an equitable abatement of the rent proportionate to the part of the Premises taken under such power. In the event of total or partial taking under the powers of eminent domain, Lessors shall be entitled to all awards

or damages which may be allowed.

16. ENTRY OF LESSOR:

Lessor may, at all reasonable times, upon reasonable notice, enter the Premises:

- A. To inspect or protect the Premises;
- B. To effect compliance with any law, order, or regulation of any lawful authority;
- C. To make or supervise repairs, alteration, or additions;
- D. To exhibit the Premises to prospective tenants, purchaser, or other persons; and
- E. To alter or otherwise prepare the Premises for reoccupying at any time after Lessee has vacated the Premises.

Entry by Lessor shall not constitute an eviction of Lessee, or a deprivation of Lessee's rights, alter the obligation of the Lessee, or create any right in Lessee adverse to Lessor's interest hereunder.

17. DEFAULT:

As used in this Lease, the term "event of default" shall mean any of the following:

- A. Lessee's failure to pay any rental payment within fifteen (15) days after such rents are due and payable, or to pay any other amounts payable by Lessee to Lessor hereunder within ten (10) days after such are due and payable;
- B. Lessee's failure, within ten (10) days after receipt of demand from Lessor, to fulfill any obligation imposed on Lessee

by this Lease;

C. Lessee becomes insolvent, bankrupt, files, or has filed against him a bankruptcy proceeding, or makes an assignment for the benefit of creditors;

D. A receiver is appointed for Lessee or Lessee's leasehold interest hereunder or property used in connection therewith shall be taken upon writ of execution;

E. Lessee abandons or vacates the Premises; and/or

F. Lessor's failure to make repairs pursuant to Paragraph 9 within ninety (90) days of receipt of written notice from Lessee.

Upon the happening of an "event of default," Lessor, at its option, may:

(a) Accelerate the entire balance of the rent for the remainder of the Lease;

(b) Terminate this Lease;

(c) If default consists in whole or in part of Lessee's failure to expend funds as may be required of Lessee under this Lease, Lessor may make the necessary expenditure for the account of Lessee who shall reimburse Lessor therefore with interest at the rate of ten percent (10%) from date of expenditure; and/or

(d) Terminate Lessee's right to possession of the Premises, without terminating the term of this Lease.

Upon termination of this Lease, for any reason, or upon

termination of the Lessee's right of possession, Lessee shall promptly surrender possession to Lessor and vacate the Premises, or Lessor may re-enter the Premises and expel the Lessee or anyone claiming under the Lessee, and remove the property of any of them upon reasonable notice, Lessor being absolved of any liability or claim for damages in doing anything reasonably necessary or appropriate in connection therewith. If Lessor elects to take possession without terminating the remainder of the Lease, Lessor may, at its option, lease or sublease all or any part of the Premises on such reasonable terms and conditions as Lessor may elect and collect from Lessee any deficiency remaining due on the rent for the balance of the term, or any other obligations payable to Lessee under this Lease.

18. NOTICE AND REPORTS:

Any notice, report, statement, approval, consent, resignation, demand, or request to be given, and any option or election to be exercised by a Party under the provisions of the Lease, shall be effective only when made in writing and delivered by hand-delivery or by certified mail, return receipt requested, to the other Party at the applicable address set forth below. However, either Party may designate a different address by giving the other Party written notice of the change. Rentals payable to Lessor shall be paid by Lessee at the same address prescribed for delivery of written notice.

19. NOTICE TO LESSOR/NOTICE TO LESSEE:

Notice to Lessor or Lessee shall be deemed given when mailed by certified mail, return receipt requested, as follows:

A. TO LESSOR: Tuscarora Farms, Inc., J.W. Bolton, President, 470 Piney Forest Road, Danville, Virginia 24540

B. TO LESSEE: Pittsylvania County, Virginia, County Attorney, 1 Center Street, P.O. Box 426, Chatham, Virginia 24531

20. SURRENDER AND HOLDING OVER:

Lessee shall surrender the Premises to Lessor on expiration of this Lease, or upon termination of this Lease, as provided for herein. At the time of surrender, the Premises shall be in the same condition as when received, normal wear and tear excepted. If Lessee holds the Premises after termination of this Lease for any reason, at the election of the Lessor, a tenancy from month-to-month shall be created thereby at the same rent as provided at the termination. The acceptance from Lessee of the rental or other payment by Lessor will not reinstate or extend the term of this Lease.

21. ATTORNEYS' FEES AS ADDITIONAL RENT:

If Lessor is compelled to incur any expenses, including reasonable attorneys' fees, in instituting and prosecuting any action or proceeding by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with all interest as set forth in Paragraph 17 hereof, costs, and damages, shall be

deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first (1st) day of the month following the incurring of such respective expenses. Lessee shall have the right to recover reasonable attorneys' fees and costs of Court for enforcement of this Lease.

22. CONSTRUCTION OF LEASE:

This Lease shall be construed according to the laws of the Commonwealth of Virginia. References to Lessee, whenever consistent with the context of this Lease, shall include the plural, neuter, feminine, and masculine. Paragraph headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. Any exhibit attached shall be deemed in an original part of this Lease, only if initialed by the Parties, and bearing the same date as this Lease. This Lease contains all of the understandings between the Parties and may not be modified, except in writing, signed by all parties hereto or their successors. The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.

23. BINDING EFFECT OF LEASE:

All rights and liabilities hereunder shall benefit and bind the respective successors, heirs, and assigns of the Parties.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be appropriate executed.

TUSCARORA FARMS, INC.

By: _____ (SEAL)

Its: _____

STATE OF VIRGINIA AT LARGE; to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016.

By: _____

My commission expires: _____

Notary Public

THE BOARD OF SUPERVISORS OF
PITTSYLVANIA COUNTY, VIRGINIA

By: _____ (SEAL)

Its: _____

STATE OF VIRGINIA AT LARGE; to-wit:

The foregoing instrument was acknowledged before me this
_____ day of _____, 2016.

By: _____

My commission expires: _____

Notary Public

APPROVED AS TO FORM

J. Vaden Hunt

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Renovation Appropriation for the Mt. Hermon Library	<u>AGENDA DATE:</u> 09-20-2016	<u>ITEM NUMBER:</u> 13
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>ACTION:</u>	
<u>STAFF CONTACTS:</u> Mr. Monday; Mr. Hawker	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u>	

BACKGROUND:

DISCUSSION:

The staff has reviewed the renovations needed at the new location for the Mount Herman library located at 4058 Franklin Turnpike. The existing facility has been toured by the Pittsylvania County Board of Supervisors as well as the Library Board. It consists of approximately 4,800 square feet that in the current state was set up to operate as a private school. In order to change the current use to a library it will be necessary to redesign the interior sections of the facility to more of an open concept to function as a library. This will require considerable demolition, reworking restrooms, lighting and new floor coverings throughout the entire facility. It will be necessary for the county to follow the Procurement Policy and send out an RFP of A&E services, to prepare the plans and bid specifications and assist with contract administration for the project.

County staff, consulting with engineering and contractors are recommending the Pittsylvania County Board of Supervisors set a renovation budget of \$190,000. If the Board of Supervisors decides to proceed with this project, the county staff recommends the following.

RECOMMENDATION:

County Staff recommends the Board of Supervisors to appropriate from unappropriated funds \$190,000 for the renovations of the Mount Herman Library. This will require a motion, a second and a ten day layover.

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Animal Shelter Project Update	<u>AGENDA DATE:</u> 09-20-2016 <u>ITEM NUMBER:</u> 14
<u>SUBJECT/PROPOSAL/REQUEST:</u> Update to Board of Supervisors – Information Only	<u>ACTION:</u> No- Information Only
<u>STAFF CONTACTS:</u> Mr. Monday; Mr. Narron	<u>ATTACHMENTS:</u> No
	<u>REVIEWED BY:</u> 

BACKGROUND:

Construction has started on site for the County's new Animal Shelter.

DISCUSSION:

Mark Narron, Animal Shelter Manager, will report on initial fundraising, strategy and discuss collaborative efforts at the existing facility and how such efforts will assist the County staff once the new Shelter is completed.

RECOMMENDATION:

Information only for the Board's consideration.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PITTSYLVANIA COUNTY, VIRGINIA**

RESOLUTION 2016-09-04

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY
REVITALIZATION COMMISSION
PROJECT ENDORSEMENT RESOLUTION**

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission was created to help foster economic development in the tobacco dependent communities of Southside and Southeast Virginia; and

WHEREAS, the Olde Dominion Agricultural Foundation Board located in Pittsylvania County, Virginia would like to submit a grant application in the amount of \$600,000 to the Virginia Tobacco Indemnification and Community Revitalization Commission utilizing the Agribusiness Projects Grant Program; and

WHEREAS, the Olde Dominion Agricultural Foundation Board located in Pittsylvania County, Virginia would also like to submit a grant application in the amount of \$600,000 to the Danville Regional Foundation; and

WHEREAS, the funds are to be used for the expansion and upgrade of the Olde Dominion Agricultural Center and will be fully funded through grant sources (as listed above), and/or the Olde Dominion Agricultural Foundation, with no financial commitment to the Pittsylvania County Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Pittsylvania, Virginia, does hereby support a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission in the amount of \$600,000 and a grant application to the Danville Regional Foundation in the amount of \$600,000 for the expansion of the horse/cattle barn and arena facilities at the Olde Dominion Agricultural Foundation. It is anticipated that once complete, the upgrade to the Agricultural Center will continue to encourage additional businesses and revitalization to the area, and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Pittsylvania does hereby authorize the Board of Supervisors Chairman and/or County Administrator to sign this Project Endorsement Resolution for the Olde Dominion Agricultural Foundation.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Pittsylvania, Virginia at a regular board meeting in Pittsylvania County, Virginia, at which a quorum was present and that same was passed this 20th day of September 2016.

Jessie L. Barksdale, Chairman
Pittsylvania County Board of Supervisors

Clarence C. Monday, County Administrator
Pittsylvania County Board of Supervisors

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> County Administrator Interviews Closed Session Certification</p> <p><u>REQUEST:</u> Approve Certification</p> <p><u>STAFF CONTACT:</u> Mr. Monday; Mr. Hunt</p>	<p><u>AGENDA DATE:</u> 9/20/16</p> <p><u>ACTION:</u> Yes</p> <p><u>ATTACHMENT:</u> (1) Statement from 09-06-2016 BOS Meeting (2) Closed Session Certification Form</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 16</p>
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BACKGROUND:

At the 9/6/16 Pittsylvania County Board of Supervisors' ("BOS") meeting, the BOS, as authorized by Virginia Code § 2.2-3712(B), announced it, within fifteen (15) days of said announcement, would be interviewing potential County Administrator candidate(s), in Closed Session, at undisclosed time(s) and location(s). Attached please find a Closed Session Certification.

RECOMMENDATION:

Staff recommends approving the attached Closed Session Certification.

Pursuant to Virginia Code §2.2-3712(B), the Pittsylvania County Board of Supervisors will be holding closed meetings at undisclosed locations within the following 15 days for the purpose of interviewing candidates for the position of Pittsylvania County Administrator

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CLOSED MEETING CERTIFICATION

BE IT RESOLVED, that at the meeting(s) of the Pittsylvania County Board of Supervisors (“BOS”), at undisclosed times (within fifteen (15) days of the required announcement at the last BOS meeting) and at an undisclosed location(s), held solely for the purpose of interviewing candidate(s) for the position of Pittsylvania County Administrator, as authorized by Virginia Code § 2.2-3712(B), the members hereby certify, by a recorded vote, that to the best of each BOS member’s knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act were heard, discussed, or considered in the Closed Meetings. If any BOS member believes that there was a departure from the requirements of the Virginia Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the BOS’ minutes.

Vote

Tim R. Barber
Jerry A. Hagerman
Elton W. Blackstock
Joe B. Davis
Ronald S. Scearce
Robert W. Warren
Jessie L. Barksdale

REPORTS FROM BOARD MEMBERS

REPORTS FROM LEGAL COUNSEL

**REPORTS FROM
COUNTY
ADMINISTRATOR**

ADJOURNMENT

