

A regular meeting of the Westmoreland County Board of Supervisors was held Monday, September 11, 2023, in the public meeting room of the George D. English, Sr. Memorial Building, located at 111 Polk Street, Montross, Virginia. Those members present were Darryl E. Fisher, Dorothy Dickerson Tate, W. W. Hynson, and Russ Culver. Also present were Norm Risavi, County Administrator; Karen Lewis, Assistant County Administrator; Debra Whaley, Finance Director; Garhett Adams, Budget Manager and Donna Cogswell, Executive Assistant.

**\*\*Timothy J. Trivett was absent from the meeting.**

### CALL TO ORDER

Chairman Fisher called the meeting to order at 6:12 p.m.

Chairman asked the Board if he would amend the agenda and have agenda item 9A heard prior to the regular items. The Board agreed.

Chairman Fisher noted he would like to honor a very special young lady on the eve of her 94<sup>th</sup> birthday, Alberta Richards Byrd. He also noted the room was filled with her family and friends who asked the Board to prepare a Resolution in honor of Ms. Byrd's 94<sup>th</sup> birthday. Chairman Fisher stated that this Resolution was prepared and passed at the August meeting so the Board could present it to Ms. Byrd today, on the eve of her birthday. Chairman Fisher read the Resolution and then presented it to her. It was a joyous occasion, pictures were taken and a few tears shed but was a wonderful celebration.

**\*\* NEXT PAGE – RESOLUTION \*\***

DARRYL E. FISHER, CHAIRMAN  
ELECTION DISTRICT NO. 1  
HAGUE, VIRGINIA 22469

W. W. HYNSON, VICE CHAIRMAN  
ELECTION DISTRICT NO. 4  
COLONIAL BEACH, VIRGINIA 22443

RUSS CULVER  
ELECTION DISTRICT NO. 2  
MONTROSS, VIRGINIA 22520

DOROTHY DICKERSON TATE  
ELECTION DISTRICT NO. 3  
MONTROSS, VIRGINIA 22520

TIMOTHY J. TRIVETT  
ELECTION DISTRICT NO. 5  
COLONIAL BEACH, VIRGINIA 22443



NORM RISAVI  
County Administrator  
P. O. BOX 1000  
MONTROSS, VIRGINIA 22520-1000  
PHONE: 804/693-0130  
FAX: 804/693-0134  
E-mail: nrtsavi@westmoreland-county.org  
Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Board of Supervisors*

MONTROSS, VIRGINIA 22520-1000

## RESOLUTION



**WHEREAS**, Alberta Richards Byrd, respected resident of Westmoreland County, Virginia, will celebrate her 94th Birthday on September 27<sup>th</sup> 2023; and

**WHEREAS**, Alberta attended Westmoreland County Public Schools where she graduated Salutatorian of the Class of 1948. She was joined in holy matrimony to Charles Byrd in 1949 and out of that union was blessed with seven children. Alberta always had a passion to help others, she was known to be the neighborhood notary, nurse, and sheltered those in need; and

**WHEREAS**, Alberta is a long time member of Little Zion Baptist Church where she has diligently and faithfully served on several ministries which include; Missionary, Nurses, Ushers, Building Fund, Culinary, Transportation, and the Every Ready Club; and

**WHEREAS**, Alberta worked at Zacata School as a Substitute Teacher and later went to Westmoreland Public Schools where she held many positions such as Substitute Teacher, Library Aide, Custodian, Cafeteria Worker, School Nurse, and Bus Driver. Alberta served as the School Secretary at Washington District Elementary School for 40 years where she retired on May 26, 1994.

**NOW, THEREFORE, BE IT RESOLVED** that Alberta R. Byrd is honored and congratulated on this occasion to celebrate her life and extend warmest regards to her and her family.

8-11-23  
Date

  
Darryl E. Fisher, Chairman  
Board of Supervisors  
Westmoreland County

1. APPROVAL OF MINUTES

Chairman Fisher stated that all members had received draft minutes of the Regular Meeting on July 10, 2023. Chairman Fisher asked if there were any additions or corrections to these minutes, if not, asked for a motion.

Upon motion by Dorothy Dickerson Tate, second by Woody Hynson and carried unanimously the Board approved the minutes, as presented.

2. APPROVAL OF ACCOUNTS PAYABLE LIST AND PAYROLL REGISTER

Chairman Fisher stated that all members had received and reviewed the accounts payable list and payroll register for August 2023. Chairman Fisher asked if there were any questions or comments regarding these documents, if not, asked for a motion.

Upon motion by Woody Hynson, second by Dorothy Dickerson Tate and carried unanimously the Board approved the accounts payable list and payroll register as submitted by the Finance Department for the month of August 2023.

\*Chairman Fisher noted that Mr. Trivett is not at tonight's meeting because he is out of town.

3. APPROVAL OF APPROPRIATION INCREASE/DECREASE REQUESTS

A. DSS funds provided by the State to cover overtime costs for benefit workers to complete Medicaid renewals.

Belinda Johnson was present and explained to the Board that during COVID the VA Department of Social Services suspended renewals for Medicaid and this year they starting this program up again and so they all need to be renewed. The State has given money to each department to pay for staff overtime. No local funds needed, this is all State funds totaling \$28,765.00.

Upon motion by Russ Culver, second by Dorothy Dickerson Tate and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting "aye", the Board approves the Appropriation for DSS funds provided by the State to cover overtime costs for benefit workers to complete Medicaid renewals in the amount of \$28,765.00.

4. APPROVAL OF MEMBERSHIP ROSTERS FOR FAPT and CPMT. Belinda Johnson was present to request the Board's approval of the rosters for FAPT and CPMT. Ms. Johnson stated that per the Code of Virginia the Board of Supervisors must review and approve the FAPT and CPMT Rosters annually. Therefore, Ms. Johnson is asking the Board to approve said rosters.

Upon motion by Dorothy Dickerson Tate, second by Woody Hynson and carried unanimously the Board approved the request to approve the rosters for FAPT and CPMT, as presented.

5. TOWN OF COLONIAL BEACH/CORRESPONDENCE

J.C. LaRivera, was recognized and presented the following past and upcoming events in the Town

- Central drainage project continues in the downtown core area, this could cause some potential traffic backups;
- First historical marker will be installed in the next few months, collaboration between the Town and Greenspace;
- Two large news articles about Colonial Beach have been written; one in the Richmond Times Dispatch about economic development and the second in Southern Living on line;
- Bike Fest will be in September 21<sup>st</sup> – 24<sup>th</sup>.

Mayor Schick was present to discuss the Enterprise Zone. She stated she had received a request from a business to expand the enterprise zone limits for more business' to receive more credits. Currently, there are three businesses that would qualify but currently they are just outside of the zone, but there is still time if this is modified they would qualify. Mayor Schick presented a revised map that include two different acreage for the Board to review. Chairman Fisher asked Mayor Schick to provide the County Administrator with the boundary map and staff will follow up.

Mr. Risavi asked the Mayor to follow up regarding a meeting he is trying to schedule with the Acting Town Manager, JC LaRivera and a couple other finance people He noted we have requested some basic information we have ask for in the past and we still have not received it. He asked if the Mayor could assist them in getting this information. Mayor asked if this information is sewer related or grant related and Mr. Risavi said both. The Mayor stated they are working on the grant information but she would the sewer information was sent.

Monthly total flows that Curtis use to email so the County can keep track of that and if there are wide variances it creates a problem. If we have that we can keep it in a quarterly report to avoid any problems.

6. TOWN OF MONTROSS/CORRESPONDENCE

Fran Taylor, Town Manager, was recognized and presented the following:

- Friday was the opening and celebration of the park in Montross. There is still work to do from additional landscaping to a story walk for the kids;
- First Friday was the largest so far; terrific weather; wonderful music; and lots of beer opportunities
- Water line project is about 75% completed, working on securing funding to extend the line that is will not currently reaching;
- Fall festival activities coming along, there are 6 parade entry's to date;
- Octoberfest is planned for October 21<sup>st</sup>;at the green space next to the florist and brewery;
- Town is in need of retail space, if anyone knows of anyone wanting to sell in town, they have interested buyers and not enough buildings.

7. VIRGINIA DEPARTMENT OF TRANSPORTATION

David Beale, Residency Engineer was present and acknowledged by the Board. He review the monthly report as set forth below.

**\*\* NEXT PAGE – REPORT\*\***



**Westmoreland County Board of Supervisors  
September 2023 VDOT Report**

**Maintenance Activity Highlights**

Completed:

- Brush cutting (Drum Bay Rd, Skipjack Rd, Monroe Bay Circle, Spences Pt Rd, Glebe Harbor)
- Grading gravel roads countywide
- Asphalt patch (Tavern Run Rd)
- Ditch cleaning (Leedstown Rd)
- Shoulder repair (Rt 202)
- Mowing and litter removal (underway)
- Address work orders countywide

Upcoming:

- Brush cutting countywide
- Ditch and pipe cleaning (Bowie Rd, Stoney Knoll Rd)
- Pipe replacement (Leedstown Rd)
- Shoulder grading primary routes countywide
- Grade gravel roads countywide
- Address work orders countywide

**Pavement Schedule**

Plant Mix

Rt 205, James Monroe Hwy (KG County line to Rt 3) **Complete**  
Rt. 205Y, Colonial Ave (Rt 205 to End State Maintenance) **Complete**

Surface Treatment Under Construction

Rt 600 Neenah Rd	Rt 603 Mulberry Ln	Rt 616 Tavern Run Rd
Rt 617 Gardy's Mill Rd	Rt 619 Chestnut Level Ln	Rt 621 Nomini Grove Rd
Rt 623 Finchs Hill Rd	Rt 627 Pierce Ln	Rt 628 Stoney Knoll Rd
Rt 629 Round Hill Rd	Rt 640 Grants Hill Ch Rd	Rt 644 Wild Sally Rd
Rt 658 Monroe Bay Cir	Rt 668 Taylor Town Rd	Rt 670 Griffith Corner
Rt 677 Ephesus Church Rd	Rt 691 Northernmost Rd	Rt 695 Edge Hill Rd
Rt 698 Grainery Rd	Rt 699 Pratts Pl	Rt 702 Tate Town Rd
Rt 706 Worrell Ln	Rt 713 Twilight Ln	Rt 714 Waughtel Dr
Rt 716 Lynch Point Rd	Rt 720 Johnson Town Rd	Rt 729 Springfield Beach Rd
Rt 765 Whitehall Rd	Rt 1050 Beulah Ln	

After reviewing the report, Mr. Beale did note that the Granny's Bar project has moved to the end of Fall.

8. NEW BUSINESS

- A. HVAC Replacement Quote for Courthouse. Jeff Frazier was present to discuss problems with the HVAC System at the Judicial Center. Mr. Frazier stated the Judicial Center was opened in 2014 and the HVAC system was commissioned in 2013 during the construction process. The system was designed by engineers with reflex couplings, the aluminum coupling with copper materials. It was designed by engineers, it was spec'd, the contractor and subcontractor submitted the documents and drawings they proposed, they matched the specs and these reflex couplings were installed. About 3 years after opening there were some small problems with the couplings, about 5 years after opening compressors were failing and other equipment because the couplings were deteriorating and were causing multiple failures. About 6 years after, Mr. Frazier began looking into this and the manufacture comes from England. He also found there were several class action lawsuits filed because of these couplings failing and the company went out of business/bankruptcy. This problem is not unique to Westmoreland it is wherever these couplings were used is having the same problem. Mr. Frazier said they are beginning to repair the system correctly, where they are not dealing with dissimilar materials and they have completed phase 1 of the Sheriff's office. There are three basic systems in the building; System E in the Sheriff's office; A/B is the Circuit Court, Juvenile Court and some of the Lobby; and C/D which is the General District, Commonwealth Attorney offices, and General District Court area. They have completed Phase 1 of E and Phase 2 needs to be done, and you have the price quote; then Phase 1 of A/B and you have the price quote. Mr. Fraizer then explained what was included in the Phase 1 quote. He then explained what Phase 2 includes and what it does not include. Mr. Fraizer stated he would be happy to answer any questions.

Mr. Risavi stated this work really needs to be done before this causes further damage. He also stated we have \$265,524.93 left of ARPA funds and then we would need a supplemental appropriation of 301,105.07 needed to complete these phases. Then the remaining money would have to be included in next years budget.

Mr. Culver asked who would do the work. Mr. Frazier stated, Hoffman. He said they commissioned the system but were not the installer. They were also designated by Daken as a certified commissioner of the system. They came in to make sure the system met the specs and hooked up the system because it is computerized.

Mr. Hynson noted this would be over \$500,000.00. So this would take care of 3 phases. Mr. Frazier noted there would be an additional 3 phases to replace but then the Judicial Center would have a brand new system with warranties.

Mr. Hynson asked if this will put us in a good place and fix the problems. Mr. Frazier stated the contracts stated this is a brand new system and that is all he would say. Again, he said this would be a brand new system with new warranties. Mr. Hynson asked how long the warranty is for the new system. Mr. Frazier said some are 5 years and some are 10 years.

Chairman Fisher noted the County Administrator has laid out the funding for the first 3 phases. Funds would come from the remaining ARPA funds in the amount of \$265,524.93 and then the Board would approve an additional appropriation in the amount of \$301,105.07. If the Board is in agreement with County Administrator and Mr. Frazier recommendations, he asked for a motion.

With no further discussion, upon motion by Woody Hynson, second by Dorothy Dickerson Tate and carried unanimously with Russ Culver, Dorothy Dickerson Tate, Woody Hynson and Chairman Fisher voting "aye". The Board approves to fund the first 3 phases of the Judicial Center HVAC replacement to include using the remaining ARPA funds in the amount of \$265,524.93 and approval of an additional appropriation from the fund balance, in the amount of \$301,105.07 to cover these phases.



**HOFFMAN QUOTES**

PHASE II, SECTION E-SHERIFF'S OFFICE	\$361,920.00	
PHASE I, SECTIONS A & B-JUDICIAL CENTER	<u>\$204,710.00</u>	
TOTAL COSTS		\$566,630.00
AVAILABLE FROM ARPA FUNDS	\$215,524.93	
AVAILABLE FROM ARPA/LATCF FUNDS	<u>\$50,000.00</u>	
TOTAL ARPA FUNDS AVAILABLE		<u>\$265,524.93</u>
ADDITIONAL AMOUNT NEEDED TO MEET COSTS		<u><u>\$301,105.07</u></u>



To: Westmorland County Courthouse  
175 Polk St. Montross VA 22520

Date: August 07, 2023  
Quote#: Q-JBH-08072023-3

Attention: Jeff Frazier

Project: Westmorland A-B phase I VRV repair

Hoffman Mechanical Solutions, Inc. is pleased to quote the following:

Scope of work:

- The following quote is "turnkey" HMS will supply all labor and materials to install new a Refnet after each branch box, HMS will install new copper insulated line sets to each coil. All line sets will be installed with isolation valves. Each coil will be flushed with RX11 and nitrogen. After install of new line sets and Refnet, system will be evacuated and refrigerant charge will be added and adjusted as needed for proper operation. HMS will provide a trained Daikin VRV technician to restart system and check operation.

Hoffman Mechanical Solutions, Inc. price for this work is \$204,710.00

**Owner Responsibilities**

**Equipment Access** – Provide safe and free access to equipment.

**Hoffman Mechanical Solutions, Inc. Responsibilities**

**Qualified Personnel** – Contractor's personnel must be qualified and certified as needed to perform the work listed in the Contract.

**Material/Supplies** – Must meet Manufacturer's specifications.

**Work Scheduling** – Scheduled work must be convenient to the business of Owner. Hoffman Mechanical Solutions, Inc.'s normal working hours are from 8am to 5pm, Monday through Friday. Any work requested to be performed after normal working hours are subject to additional costs.

**Sub-Contracting** – The Contract may not be sublet. It is understood that certain procedures will be out-sourced as needed; those involved must comply with these Contract Specifications.

**Work Completion** – All work must be completed in a timely manner to include clean-up.

**Warranties**

Hoffman Mechanical Solutions, Inc. guarantees that all work performed and parts installed will be in accordance to Manufacturer specifications. Hoffman Mechanical Solutions, Inc. will be liable for any work performed or parts installed that does not comply with Manufacturer specifications and results in equipment failure. All work performed will be warranted for a minimum of 90 days and replacement parts for 1 year.

Additional work, if necessary, will be performed only upon your written authorization. Hoffman does not currently comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021, if applicable.

P.O. Box 77319  
Greensboro, NC 27417  
24 Hour Service 855-761-HVAC(4822)  
Fax 855-327-4830



Proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. On-site safety training and drug testing not included in quote unless noted. Payment terms shall be net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card. As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion. Parts only quotes do not include taxes and will be added to the sell price listed. For North Carolina Only – See NCDOR Form E-589CI for Capital Improvements.

Please call our office if you have any questions regarding this proposal or if we can be of any additional assistance with your service needs. We appreciate your business!

Sincerely,

HMS EMPLOYEE

HMS EMPLOYEE  
Hoffman Mechanical Solutions, Inc.

Accepted by: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_

GA Mechanical Contractor #CN211360, NC Mechanical License # 28275, SC Mechanical Contractor #M113953, SC General Contractor #G120314, TN Mechanical License # 71199, VA Contractor # 2705164248

P.O. Box 77319  
Greensboro, NC 27417  
24 Hour Service 855-761-HVAC(4822)  
Fax 855-327-4830

## TERMS AND CONDITIONS

10/21

"Hoffman" shall mean Hoffman Mechanical Solutions, Inc. and its officers, employees and agents. "Customer" shall mean the person or entity entering into this Agreement to purchase services and/or goods. **1. Contracting Terms & Conditions:** This Agreement, upon Customer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Customer, or any contract document between Customer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of Hoffman. Hoffman salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by Hoffman ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

**2. Acceptance:** Any Hoffman proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Customer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Customer either (a) receives and retains an acknowledgment from Hoffman without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to Hoffman delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Customer accepts any proposal, Customer's order shall be deemed acceptance of the proposal subject solely to Hoffman's terms and conditions. If Customer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Customer's terms and as Hoffman's counteroffer to provide goods or services in accordance with the Hoffman proposal and Hoffman's Terms and Conditions. If thereafter Customer does not object to Hoffman within ten (10) days by written notice to [Logan@hoffman-hoffman.com](mailto:Logan@hoffman-hoffman.com), Hoffman's counteroffer will be deemed accepted by Customer. Customer's acceptance of all or any part of any goods ordered will constitute Customer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.

**3. Additional Services / Materials:** As work progresses, there may be a need for additional services or goods, which could not be anticipated at the time this Agreement was entered. Hoffman shall notify Customer of the description and price for such additional work or material. If Customer authorizes Hoffman to proceed with the additional work or materials, the contract price and date of completion shall be mutually agreed upon and adjusted accordingly, or Hoffman shall not be responsible for the extra work.

**4. Terms of Payment / Terms:** Payment is due not thirty (30) days from the date of each Hoffman invoice to Customer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Hoffman accepts credit card payments. If Customer chooses to pay by credit card, Customer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Customer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorney's fees, collection fees and court costs. Hoffman may suspend all further services and transactions (regardless of their status) without liability if Customer's account is more than thirty (30) days past due or if Customer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Customer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Customer shall keep all goods purchased under this Agreement free of all liens and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Customer's receipt of said goods, but prior to installation. Customer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Customer is responsible to pay in full for the services and/or goods provided by Hoffman regardless of whether such goods or services are funded for Customer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Notwithstanding any Customer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with its work or anticipated work (including the sale of goods and/or services) until Hoffman has obtained payment in full for such work and any damages. Unless otherwise agreed by Hoffman in writing, Customer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the services and/or goods furnished hereunder.

**5. Shipments / Claims:** All shipments of goods are at Customer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Customer against the applicable carrier.

**6. Warranties:** Upon completion of Hoffman services, Hoffman will provide in full for all amounts owed. Hoffman (a) extends to Customer the manufacturer's warranty (a copy of which is available upon request) on any goods purchased, and said manufacturer's warranty in lieu of any warranties contained in any applicable project contracts, conditions, plans, or specifications, and (b) warrants that the labor it provides will be performed in a workmanlike manner in accordance with industry standards. No claim for defective workmanship under this warranty may be brought unless Customer provides Hoffman with written notice of such defect within ninety (90) days from the date such services are performed. HOFFMAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Hoffman does not control the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and Hoffman expressly disclaims that the product is fit for this purpose. Hoffman shall have no liability or duty to defend or hold harmless Customer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

**7. Limitation of Remedies and Liability:** To the extent Hoffman is liable to Customer under any legal theory, HOFFMAN'S MAXIMUM LIABILITY (HOWEVER ARISING) SHALL NOT EXCEED ONE HALF (1/2) TIMES THE AMOUNT ACTUALLY PAID HOFFMAN UNDER THIS AGREEMENT FOR ANY GOODS AND/OR SERVICES WHICH ARE THE CAUSE OF ANY LOSS OR DAMAGE TO CUSTOMER. HOFFMAN SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HOFFMAN HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. In addition to the foregoing, Hoffman's liability shall be further limited to only that proportion of the loss or damage suffered by Customer, which is directly caused by, and the fault of, Hoffman. Hoffman shall have no responsibility for misuse of any system or goods by the Customer or third parties, for the negligence of Customer or third parties, for the design of the system, or for obsolescence, failure of, or damage to equipment caused by power interruptions, low voltage, burned out fuses, single phasing, phase reversal, low water pressure, ventilation or other deficiencies or causes beyond Hoffman's control. Customer acknowledges that Hoffman is not responsible for the design of goods or services purchased and did not participate in any project planning or design in connection with such goods or services. Under no event shall Hoffman owe any duty or have any obligation whatsoever to any customer or client of Customer or to any other third party.

**8. Indemnification / Insurance:** To the fullest extent permitted by law, Customer shall indemnify, hold harmless and defend Hoffman and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Customer's purchase, installation, or use of goods or services provided by Hoffman, including all claims that goods sold or guidance provided by Hoffman or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Customer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding upon Hoffman if Hoffman is alleged or proven to have acted negligently; provided, however, that Customer shall have no obligation to provide (re)insurance to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Customer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with Customer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Customer to indemnify Hoffman for Hoffman's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Customer and Hoffman jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph to the extent that it requires Customer to defend, indemnify, and hold Hoffman harmless to the fullest extent permitted by applicable laws. Upon written request of Customer, Hoffman shall be required to name Customer as an additional insured to the coverage types listed on Hoffman's standard Certificate of Insurance (available upon request). In no event does Hoffman waive any rights of subrogation.

**9. Claims Resolution / Governing Law:** Unless Hoffman elects otherwise, all claims and disputes between Customer and Hoffman arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. Hoffman and Customer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. Hoffman shall have the sole and exclusive right, at Hoffman's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless Hoffman elects another court of appropriate jurisdiction in Hoffman's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between Hoffman and Customer. Customer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

**10. Delivery / Receipts / Force Majeure:** Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever, will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever, will Hoffman be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond Hoffman's reasonable control.

**11. Customer Responsibility:** Customer shall provide Hoffman's personnel with a safe work environment in which to perform their services under this Agreement and provide Hoffman personnel with required utilities (water, electricity, compressed air, etc.) and reasonable access to Customer's facilities (elevators, receiving dock, etc.). Customer shall provide adequate service access areas and shall remove any stock, debris, partitions, etc. necessary to perform the service. Customer shall promptly notify Hoffman of any unusual operating conditions.

**12. Hazards:** Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. In the event Hoffman encounters any such hazardous substance or condition in the course of its actions under this Agreement, Hoffman may suspend its work and remove its employees from the subject project, until any such hazardous substance or condition no longer exists. Hoffman shall receive an extension of time to complete its work and additional compensation for delays encountered as a result of any such situation. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Customer has a duty to elect Hoffman of any known or likely potential hazards at any project site where Hoffman's representatives and affiliates may be present in connection with this Agreement.

**13. Reliance:** Customer shall be responsible for any expense in connection with the modification, removal, replacement or disposal of any refrigerant, as required by law.

**14. Termination:** Hoffman may terminate any of its obligations under this Agreement, if Customer fails to pay amounts owing to Hoffman when due, fails to perform or comply with any material provision of this Agreement, or otherwise breaches this Agreement, if such failure or breach is not cured within ten (10) business days after receipt of written notice from Hoffman. Upon termination by either Party, Customer shall be liable to Hoffman for all goods (including any goods specially ordered, but not delivered) and services provided and all damages and losses sustained by Hoffman, including lost profits.

**15. Equal Employment Opportunity / Affirmative Action Clause:** Hoffman and Customer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**16. Government Contracts:** If Customer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business Inquiries or questions (or other similar laws or regulations), Customer represents and certifies to Hoffman that Customer is performing a commercially useful function on such project. Current Hoffman does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 ("Guidance"). Any Hoffman bid/proposal is contingent upon Customer's waiver of the requirements contained in the Guidance, when applicable.

**17. Trust Funds:** Customer agrees that all funds Customer receives that result from the labor, materials, and/or equipment furnished by Hoffman will be considered "Trust Funds." Customer will hold all Trust Funds in trust for the sole and exclusive benefit of Hoffman. Customer will segregate Trust Funds from other funds. Customer will account for all Trust Funds and deliver all Trust Funds to Hoffman. Customer will not use Trust Funds for any purpose other than paying Hoffman.



To: Westmorland County Courthouse  
175 Polk St. Montross VA 22520

Date: August 07, 2023  
Quote#: Q-JBH-08072023-2

Attention: Jeff Frazier

Project: E phase 2 VRV repairs

Hoffman Mechanical Solutions, Inc. is pleased to quote the following:

Scope of work:

- HMS will supply labor, equipment, and material to remove the existing aluminum tubing from CU-E to each BS-11-E replace branch boxes and new condensing unit. AS follows.
- HMS will remove the ceiling grid and tiles to be set aside and be reused after the system has been installed.
- Remove the existing aluminum pipe and fittings.
- Install new branch boxes and flush previous installed line set and existing coils.
- Install new capped and clean copper pipe as the aluminum is being removed.
- Install new Refnet kit at each branch.
- All pipes will be installed at the same elevation as it is removed.
- The hangers will be replaced.
- The new line sets will be tested to 1 ½ times the working pressure of the system with Nitrogen.
- HMS will install replaceable dries on liquid and suction line for further system clean up.
- HMS will evacuate system to 300 microns before startup and adjusting charge.
- HMS will provide a factory trained VRV technician to preform startup of new unit.
- HMS will plan a return trip to replace or remove filter driers as needed to complete clean up.

Hoffman Mechanical Solutions, Inc. price for this work is \$361,920.00

**Owner Responsibilities**

**Equipment Access** – Provide safe and free access to equipment.

**Hoffman Mechanical Solutions, Inc. Responsibilities**

**Qualified Personnel** – Contractor's personnel must be qualified and certified as needed to perform the work listed in the Contract.

**Material/Supplies** – Must meet Manufacturer's specifications.

**Work Scheduling** – Scheduled work must be convenient to the business of Owner. Hoffman Mechanical Solutions, Inc.'s normal working hours are from 8am to 5pm, Monday through Friday. Any work requested to be performed after normal working hours are subject to additional costs.

**Sub-Contracting** – The Contract may not be sublet. It is understood that certain procedures will be out-sourced as needed; those involved must comply with these Contract Specifications.

**Work Completion** – All work must be completed in a timely manner to include clean-up.

P.O. Box 77319  
Greensboro, NC 27417  
24 Hour Service 855-761-HVAC(4822)  
Fax 855-327-4830



**Warranties**

Hoffman Mechanical Solutions, Inc. guarantees that all work performed and parts installed will be in accordance to Manufacturer specifications. Hoffman Mechanical Solutions, Inc. will be liable for any work performed or parts installed that does not comply with Manufacturer specifications and results in equipment failure. All work performed will be warranted for a minimum of 90 days and replacement parts for 1 year.

Additional work, if necessary, will be performed only upon your written authorization. Hoffman does not currently comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021, if applicable.

Proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. On-site safety training and drug testing not included in quote unless noted. Payment terms shall be net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card. As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion. Parts only quotes do not include taxes and will be added to the sell price listed. For North Carolina Only – See NCDOR Form E-589CI for Capital Improvements.

Please call our office if you have any questions regarding this proposal or if we can be of any additional assistance with your service needs. We appreciate your business!

Sincerely,

*Jim Hyson*

Service Sales  
Hoffman Mechanical Solutions, Inc.

Accepted by: \_\_\_\_\_

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

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

P.O.#: \_\_\_\_\_

GA Mechanical Contractor #CN211360, NC Mechanical License # 28275, SC Mechanical Contractor #M113953,  
SC General Contractor #G120314, TN Mechanical License # 71199, VA Contractor # 2705164248

P.O. Box 77319  
Greensboro, NC 27417  
24 Hour Service 855-761-HVAC(4822)  
Fax 855-327-4830



B. Volunteer First Response EMS Program. Chief Blake Byrd was present to explain the program and changes that will occur between the Volunteer Fire Department and EMS. Chief Byrd began by explaining over the last 10 years volunteer organizations nationwide, specifically EMS, have been on the decline. Chief Byrd is working with others to create an auxiliary program. He noted this is not specifically aimed at transport EMS, not trying to go into direct competition with the other transport EMS counterparts, this is specifically for the fire department. The administrative pieces of EMS job over the last 3-5 years have tripled and a lot of these organizations that require long discussions, are open 9-5 and our volunteer counterparts that help us with EMS that are with the fire departments do an amazing job, helping since day one. This program essentially takes the volunteer certified EMS providers from the volunteer fire departments and they would be able to participate under the County license. The County is issued an EMS license and what this does for them is they can come help us and then they can go back to the fire station and they do not have to do the hour or two hours of paperwork. The training would be all-encompassing, and he would help them with the administrative piece. What this does for the County is in two phases, it brings these volunteers under the County license and an expansion of their scope of practice (they could function as a paramedic and EMT). Also, this was confirmed possible with the insurance company

Mr. Risavi stated there would be a MOU for each of the fire departments. It decreases the significant burden of the administrative function for the twelve volunteers we have. It would add an extra level of service in the event our EMS people are out on other calls.

Mr. Culver noted he thought this is a good idea.

Chief Byrd re-emphasized this is just EMS, does not affect the fire department. The volunteer members that possess an EMS certificate they would be provided coverage on EMS behalf while they performing EMS functions.

Ms. Tate stated she is for anything that would improve the safety of the citizens of Westmoreland County.



Mr. Hynson noted as you are working with fire departments, he noticed large fire trucks responding to a call that is not a fire, why do we not sent a brush truck. Chief Byrd stated the truck is multifaceted purpose and he gave history of why these types of trucks are sent to calls on major thorough fairs. The goal is to protect the volunteer fire departments and in the event, a fire occurs while extricating a patient.

Chairman Fisher stated we should maximize all the resources possible to keep citizens safe.

With no further discussion, upon motion by Dorothy Dickerson Tate, second by Woody Hynson and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting "aye". The Board approves Chief Byrd to proceed with the proposal and preparation of MOUs for each fire department, as presented.

**\*\* NEXT PAGE – SUMMARY\*\***

BILL CEASE  
CHIEF  
EMERGENCY SERVICES

BLAKE BYRD  
ASSISTANT CHIEF  
EMERGENCY SERVICES  
EMS DIVISION



P. O. BOX 1000  
MONTROSS, VIRGINIA 22520-1000  
PHONE: (804) 493-9147  
FAX: (804) 493-3027  
E-mail: bcease@westmoreland-county.org  
Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Department of  
Emergency Services*

MONTROSS, VIRGINIA 22520-1000

Members of the board,

Over the last 10 years, volunteerism has been on a rapid decline across the country and we have seen such illustrated here in the county with the closure of 2/3's of the volunteer rescue squads in the last 5 years. There are still individuals that want to volunteer, however, there aren't enough in most cases to form an independent EMS organization. There has been discussions amongst the volunteer fire department's regarding their EMS providers aligning with the county supported EMS system. Each of these department's hold an independent EMS license and it has become increasingly difficult to meet the administrative standards that have been set forth over the years. They each do a wonderful job of answering calls for service, however, the time required to meet the administrative tasks is extremely time consuming.

The proposal would be that the EMS certified members from Colonial Beach, Cople District, Oak Grove, and Westmoreland Fire Department would be aligned with Westmoreland County's EMS department. Speaking with the Virginia Office of EMS this is very possible and would actually be a benefit for their office as only one EMS inspection would have to be done in lieu of the five that are currently conducted. We would vet each member of the alignment (driving records, background checks, drug tests, etc.) just as they were being a new employee; they would also go through a training program the same as our career personnel. This would greatly enhance our number of providers and at the same time remove the administrative burden from the volunteer organizations by allowing them to run calls instead of doing a large amount of paperwork.

This proposal would allow the volunteer fire departments to continue to respond to EMS calls within the county while removing the administrative burden with the EMS associated tasks. Further, it would allow the enhancement of service as the current licenses are BLS and by incorporating their members under the county it would allow for an ALS license. This would be highly beneficial in the event of a lengthened response time of an ambulance in times of peak volume.

Respectfully,

R.B. Byrd, BS, NRP  
EMS Chief

- C. Middle Peninsula Northern Neck Community Services Board request approval of FY 24/25 Performance Contract. Linda Hodges was present to discuss this request and ask for the Board's approval of the Resolution. Ms. Hodges acknowledged the Westmoreland County appointment to their Board, Katheryn Knoller, and also acknowledged, Amanda Campanolla. Ms. Hodges then explained that every two years a performance contract is needed and each locality must approve it. Ultimately, it is an agreement between the Department of Behavioral Health and Developmental Services, the local CSB, and each of the localities. This year's contract is for 2024-2025 and state funding provides 90% of the budget and the remaining 10% comes from the localities. Requesting to sign the Resolution for the performance contract, which includes a financial component and service component. The Board has a copy of the financial component, which is broken down in three different service areas – mental health, substance uses and developmental services (intellectual disabilities). The performance contract does not include services provided under early intervention (RISP). Ms. Hodges continued to update the Board on some their services.

Chairman Fisher wanted to confirm that this contract is the same as it has been in years past. Ms. Hodges noted it is the same but this year with transparency, they have provided the documents so the Board could see where money is being spent. Chairman Fisher noted his observation is that with the rise in mental health issues, the State would put more money into mental health issues.

Mr. Risavi stated the amount budgeted in the County's budget will cover our portion. This is not about money only about approving the Resolution.

With no further discussion, upon motion by Russ Culver, second by Dorothy Dickerson Tate and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting "aye". The Board approves the FY 24/25 Performance Contract with Middle Peninsula Northern Neck Community Services Board.



**MIDDLE PENINSULA NORTHERN NECK  
COMMUNITY SERVICES BOARD**

**"Promoting Well-Being...One Individual, One Family, One Community at a time"**

ESSEX GLOUCESTER KING & QUEEN KING WILLIAM LANCASTER MATHEWS MIDDLESEX NORTHUMBERLAND RICHMOND WESTMORELAND

August 21, 2023

Mr. Norm Risavi  
Westmoreland County Administrator  
P. O. Box 1000  
Montross, VA 22520

Dear Mr. Risavi:

I hope this letter finds you well.

I am writing regarding the State Performance contract for FY 2024 and FY 2025, which needs to be approved by each of the County Boards of Supervisors, with a subsequent signature on the attached Resolution.

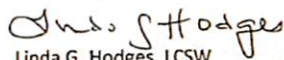
As you might recall from previous years, the Performance Contract is a document between the Department of Behavioral Health and Developmental Services and each Community Services Board. There are two components to the Performance Contract; one is the financial component and the other is the services component. I am including the financial component for our Community Services Board. This document outlines the committed monies to be received from the federal government, state government, and local government for FY 2024. It also includes additional revenue that the Community Services Board expects to receive from other sources; e.g., third party payers. This year we are including pie charts of the funding sources for the three divisions – mental health, substance use, and intellectual disabilities.

Gail Slaughter, Executive Administrative Assistant, has reached out to you to schedule a time for me to attend your September 11<sup>th</sup> Board of Supervisors meeting, when I will be available to answer questions that Board members may have regarding the Performance Contract. I will also request that your Board approve the Resolution (enclosed).

If you need additional information prior to the meeting, please either call or email me or my Executive Administrative Assistant, Gail Slaughter. My email address is [lhodges@mpnn.state.va.us](mailto:lhodges@mpnn.state.va.us). Gail's email is [gslaughter@mpnn.state.va.us](mailto:gslaughter@mpnn.state.va.us).

Thank you for your continued support of the Community Services Board.

Sincerely,

  
Linda G. Hodges, LCSW  
Executive Director

cc: Kathryn Knoeller

MPNCSB Administration Office  
PO Box 40, Saluda, VA 23149  
Ph: 804.758.5314  
Admin. Fax: 804.758.3418  
Human Resources Fax: 804.758.8526

**RESOLUTION**

**APPROVAL OF PERFORMANCE CONTRACT**

WHEREAS, §37.2-508 OF THE *Code of Virginia* [1950] as amended, requires each Community Services Board to submit, to the governing body of each political subdivision that established it, a biennium Performance Contract for community mental health, intellectual disabilities, and substance use services for its approval prior to submission of the contract to the Virginia Department of Behavioral Health and Developmental Services, and

WHEREAS, the Middle Peninsula Northern Neck Community Services Board has put forward its proposed FY 24/25 Biennium Performance Contract for approval by the Boards of Supervisors of its governing counties of Essex, Gloucester, King and Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, and Westmoreland;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Supervisors of Westmoreland County, Virginia, that the FY 24/25 Biennium Performance Contract prepared by the Middle Peninsula Northern Neck Community Services Board presented to the Board is hereby approved and may be forwarded to the Virginia Department of Behavioral Health and Developmental Services as further required.

**CERTIFICATION**

I, \_\_\_\_\_, Clerk of the Board of Supervisors of the County of Westmoreland, Virginia, certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the Board of Supervisors of Westmoreland County, Virginia, held at \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**FY2024 Community Services Performance Contract**

**FY 2024 Exhibit A: Resources and Services**

**Middle Peninsula-Northern Neck Community Services Board**

**Consolidated Budget (Pages AF-3 through AF-12)**

Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	6,183,468	4,340	1,212,146	7,399,972
Local Matching Funds	822,102	53,047	9,000	884,149
Total Fees	8,842,838	4,383,369	287,874	13,493,881
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	481,514	0	1,231,619	1,713,133
Other Funds	0	0	0	0
State Retained Earnings	1,125,931	0	250,000	1,375,931
Federal Retained Earnings	0	0	325,000	325,000
Other Retained Earnings	85,000	0	0	85,000
Subtotal Ongoing Funds	17,540,671	4,440,756	3,295,639	25,277,066
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0	0	0	0
Subtotal One -Time Funds	0	0	0	0
<b>TOTAL ALL FUNDS</b>	<b>17,540,671</b>	<b>4,440,756</b>	<b>3,295,639</b>	<b>25,277,066</b>
Cost for MH/DV/SUD Services	13,343,779	3,914,116	2,722,712	19,980,607
			Cost for Emergency Services (AP-4)	3,788,419
			Cost for Ancillary Services (AP-4):	1,784,106
			<b>Total Cost for Services</b>	<b>25,563,132</b>
<b>Local Match Computation</b>			<b>CSB Administrative Percentage</b>	
Total State Funds	7,399,972		Administrative Expenses	2,940,440
Total Local Matching Funds	884,149		Total Cost for Services	25,563,132
Total State and Local Funds	8,284,121		Admin / Total Expenses	11.50%
Total Local Match % (Local / Total State + Local)	10.67%			

Report Date 7/12/2023

AF-1

**FY2024 Community Services Performance Contract  
 FY 2024 Exhibit A: Resources and Services  
 Middle Peninsula-Northern Neck Community Services Board  
 Financial Comments**

- Comment1** MH Other Federal-CSB \$22,266-USDA Program
- Comment2** MH Regional DAP-Transfer In/Out \$103,646-Western Tidewater CSB
- Comment3** MH Expanded Community Capacity-Transfer In/Out \$186,357-Hampton Newport News CSB
- Comment4** MH First Aid & Suicide Prevention \$126,000 Fiscal Agent-MPNNCSB
- Comment5** MH First Aid & Suicide Prev-Trans In/Out \$<107,222>-CSB Region Distr-MPNNCSB
- Comment6** MH STEP-VA Outpatient-Transfer In/Out \$10,000-Western Tidewater CSB
- Comment7** MH STEP-VA-Crisis-Transfer In/Out \$832,500-Western Tidewater CSB
- Comment8** MH STEP-VA Peer Support-Transfer In/Out \$2,223-Western Tidewater CSB
- Comment9** MH Crisis Response & Child Psychiatry-Trans In/Out \$142,247-HamptonNPN
- Comment10** MH State Retained Earnings \$363,715:
- Comment11** MH STEP-VA SDA \$236,715
- Comment12** State MH Jail Diversion Funds \$52,000
- Comment13** State-MH Child and Adolescent Services Initiative \$45,000
- Comment14** General State Funds Carryover \$30,000
- Comment15** MH State Retained Earnings-Regional Programs \$762,216
- Comment16** Other Merged Regional-Hampton NPN \$200,000
- Comment17** Regional Mobile Crisis HUB-MPNNCSB \$544,510
- Comment18** First Aid and Suicide Prevention-MPNNCSB \$17,706
- Comment19** MH Other Retained Earnings \$85,000 Full Service Schools
- Comment20** MH In-Kind Contributions \$216,447
- Comment21** Office Space for Therapists-in Schools \$108,000
- Comment22** Office space in Jails \$7,572
- Comment23** In-kind Services \$99,875
- Comment24** SUD Federal Retained Earnings: Federal ARPA Recovery \$325,000
- Comment25** SUD State Retained Earnings \$250,000

*Report Date* 7/12/2023

AF-2

***FY2024 Community Services Performance Contract  
FY2024 Exhibit A: Resources and Services***

***Middle Peninsula-Northern Nock Community Services Board  
Financial Comments 2nd Page***

State SUD MAT \$60,000

State SUD General Funds carry-over \$200,000

Comment 28 SUD-In-Kind Contributions- Prevention-School space for program needs \$9,000

***Report Date 7/12/2023***

***AF-2a***



**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Middle Peninsula-Northern Neck Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<b>FEEs</b>	
MH Medicaid Fees	7,255,476
MH Fees: Other	1,587,162
<b>Total MH Fees</b>	<b>8,842,638</b>
MH Transfer Fees In/(Out)	0
<b>Total Net MH Fees</b>	<b>8,842,638</b>
<b>FEDERAL FUNDS</b>	
MH FBG SED Child & Adolescent (93.958)	83,464
MH FBG Young Adult SMI (93.958)	0
MH FBG Crisis Services (93.958)	0
MH FBG SAMI (93.958)	77,497
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	192,281
<b>Total MH FBG Adult Funds</b>	<b>269,778</b>
MH Federal PATH (93.150)	0
MH Federal COVID Emergency Grant (93.665)	0
MH Federal State & Local Fiscal Recovery Fund (21.027)	0
MH Other Federal - DBHDS	105,976
MH Other Federal - COVID Support	0
MH Other Federal - CSG	22,256
<b>Total MH Federal Funds</b>	<b>481,514</b>
<b>STATE FUNDS</b>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	0
MH Acute Care - Transfer In/(Out)	0
<b>Total Net MH Acute Care - Restricted</b>	<b>0</b>
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP - Transfer In/(Out)	103,546
<b>Total Net MH Regional DAP - Restricted</b>	<b>103,546</b>
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
<b>Total Net MH Crisis Stabilization - Restricted</b>	<b>0</b>
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
<b>Total Net MH Transfers from DBHDS Facilities - Restricted</b>	<b>0</b>
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity - Transfer In/(Out)	186,357
<b>Total Net MH Expanded Community Capacity - Restricted</b>	<b>186,357</b>
MH First Aid and Suicide Prevention (Fiscal Agent)	125,000
MH First Aid and Suicide Prevention - Transfer In/(Out)	-107,222
<b>Total Net MH First Aid and Suicide Prevention - Restricted</b>	<b>17,778</b>

Report Date 7/12/2023

AF-3

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Middle Peninsula-Northern Neck Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
MH STEP-VA Outpatient (Fiscal Agent)	532,338
MH STEP-VA Outpatient - Transfer In/(Out)	10,000
<b>Total Net MH STEP-VA Outpatient - Restricted</b>	<b>542,338</b>
MH STEP-VA Crisis (Fiscal Agent)	0
MH STEP-VA Crisis - Transfer In/(Out)	632,500
<b>Total Net MH STEP-VA Crisis - Restricted</b>	<b>632,500</b>
MH STEP-VA Children's Crisis Dispatch (Fiscal Agent)	0
MH STEP-VA Children's Crisis Dispatch - Transfer In/(Out)	0
<b>Total Net MH STEP-VA Children's Crisis Dispatch - Restricted</b>	<b>0</b>
MH STEP-VA Peer Support (Fiscal Agent)	102,238
MH STEP-VA Peer Support - Transfer In/(Out)	2,222
<b>Total Net MH STEP-VA Peer Support - Restricted</b>	<b>104,460</b>
MH STEP-VA Veterans Services (Fiscal Agent)	88,774
MH STEP-VA Veterans Services - Transfer In/(Out)	0
<b>Total Net MH STEP-VA Veterans Services - Restricted</b>	<b>88,774</b>
MH Step-VA Regional Management (Fiscal Agent)	0
MH Step-VA Regional Management - Transfer In/(Out)	0
<b>Total Net MH STEP-VA Regional Management - Restricted</b>	<b>0</b>
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning - Transfer In/(Out)	0
<b>Total Net MH Forensic Discharge Planning - Restricted</b>	<b>0</b>
MH Permanent Supportive Housing (Fiscal Agent)	0
MH Permanent Supportive Housing - Transfer In/(Out)	0
<b>Total Net MH Permanent Supportive Housing - Restricted</b>	<b>0</b>
MH CIT-Assessment Sites	285,170
MH CIT-Assessment Sites - Transfer In/(Out)	0
<b>Total Net MH CIT-Assessment Sites - Restricted</b>	<b>285,170</b>
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	641,756
MH State Regional Deaf Services (Fiscal Agent)	0
MH Total Regional - Transfer In/(Out)	0
<b>Total Net MH Unrestricted Regional State Funds</b>	<b>641,756</b>
<b>Total Net MH Regional State Funds</b>	<b>2,602,679</b>
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative - Restricted	100,133
MH Children's Outpatient Services - Restricted	75,000
MH Juvenile Detention - Restricted	0
<b>Total MH Restricted Children's Funds</b>	<b>175,133</b>
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	0
<b>Total MH Unrestricted Children's Funds</b>	<b>25,000</b>
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry - Transfer In/(Out)	142,247
<b>Total Net MH Crisis Response &amp; Child Psychiatry - Restricted</b>	<b>142,247</b>
<b>Total State MH Children's Funds (Restricted for Children)</b>	<b>342,380</b>

Report Date 7/12/2023

AF-4

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Middle Peninsula-Northern Neck Community Services Board**

<u>Funding Sources</u>	<u>Funds</u>
<b><u>Other State Funds</u></b>	
MH Law Reform - Restricted	265,194
MH Pharmacy - Medication Supports - Restricted	235,519
MH Jail Diversion Services - Restricted	147,600
MH Rural Jail Diversion - Restricted	0
MH Docket Pilot JMHCP Match - Restricted	0
MH Adult Outpatient Competency Restoration Services - Restricted	0
MH Expand Telepsychiatry Capacity - Restricted	4,557
MH PACT - Restricted	750,000
MH PACT - Forensic Enhancement - Restricted	0
MH Gero-Psychiatric Services - Restricted	0
MH STEP-VA SDA, Primary Care Screening and Ancillary Services - Restricted	761,709
MH STEP-VA Psychiatric Rehabilitation Services - Restricted	95,500
MH STEP-VA Care Coordination Services - Restricted	170,937
MH STEP-VA Case Management Services - Restricted	101,962
MH STEP-VA Data Systems and Clinicians Processes - Restricted	0
MH Young Adult SMI - Restricted	0
Total MH Restricted Other State Funds	<u>2,532,978</u>
MH State Funds	705,449
MH State NGRF Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	<u>705,449</u>
Total MH Other State Funds	<u>3,238,427</u>
Total MH State Funds	<u>6,183,485</u>
<b><u>OTHER FUNDS</u></b>	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	363,715
MH State Retained Earnings - Regional Programs	762,216
MH Other Retained Earnings	85,000
Total MH Other Funds	<u>1,210,931</u>
<b><u>LOCAL MATCHING FUNDS</u></b>	
MH Local Government Appropriations	606,655
MH Philanthropic Cash Contributions	0
MH In-Mind Contributions	215,447
MH Local Interest Revenue	0
Total MH Local Matching Funds	<u>822,102</u>
Total MH Funds	<u>17,540,671</u>
<b><u>MH ONE-TIME FUNDS</u></b>	
MH FBG SWM (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH FBG Young Adult SMI (93.958)	0
MH FBG Geriatrics (93.958)	0

Report Date 7/12/2023

AF-5

**FY2024 Community Services Performance Contract**

**FY2024 Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Middle Peninsula-Northern Neck Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
MH FSG Crisis Services (\$3,538)	0
MH One Time Funds	0
MH One Time Restricted State Funds	0
<b>Total MH One-Time Funds</b>	<b>0</b>
<b>TOTAL MH ALL FUNDS</b>	<b>17,540,671</b>

**Report Date 7/12/2023**

**AF-6**

**FY2024 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**Developmental (DV) Services**  
**Middle Peninsula-Northern Neck Community Services Board**

Funding Sources	Funds
<b>FEES</b>	
DV Medicaid DD Waiver Fees	4,144,832
DV Other Medicaid Fees	0
DV Medicaid (CF/DD) Fees	0
DV Fees: Other	238,537
<b>Total DV Fees</b>	<b>4,383,369</b>
DV Transfer Fees In/(Out)	0
<b>Total Net DV Fees</b>	<b>4,383,369</b>
<b>FEDERAL FUNDS</b>	
DV Other Federal - DBHDS	0
DV Other Federal - COVID Support	0
DV Other Federal - CSB	0
<b>Total DV Federal Funds</b>	<b>0</b>
<b>STATE FUNDS</b>	
<b>Regional Funds</b>	
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization - Transfer In/(Out)	0
<b>Total Net DV Crisis Stabilization - Restricted</b>	<b>0</b>
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children - Transfer In/(Out)	0
<b>Total Net DV Crisis Stabilization-Children - Restricted</b>	<b>0</b>
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
<b>Total Net DV Transfers from DBHDS Facilities - Restricted</b>	<b>0</b>
<b>Total Net DV Regional State Funds</b>	<b>0</b>
DV Trust Fund - Restricted	0
DV Rental Subsidies - Restricted	0
DV Guardianship Funding - Restricted	0
<b>Total DV Restricted State Funds</b>	<b>0</b>
DV State Funds	4,340
DV OBRA Funds	0
<b>Total DV Unrestricted State Funds</b>	<b>4,340</b>
<b>Total DV State Funds</b>	<b>4,340</b>

Report Date 7/12/2023

AF-7

**FY2024 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**Developmental (DV) Services**  
**Middle Peninsula-Northern Neck Community Services Board**

Funding Sources	Funds
<b><u>OTHER FUNDS</u></b>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings - Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	0
<b><u>LOCAL MATCHING FUNDS</u></b>	
DV Local Government Appropriations	53,047
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	53,047
Total DV Funds	4,440,756
<b><u>DV ONE-TIME FUNDS</u></b>	
DV One-Time State Funds	0
DV One-Time Restricted State Funds	0
Total DV One-Time Funds	0
<b>TOTAL DV ALL FUNDS</b>	<b>4,440,756</b>

Report Date 7/12/2023

AF-8

**FY2024 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**Substance Use Disorder (SUD) Services**  
**Middle Peninsula-Northern Neck Community Services Board**

Funding Sources	Funds
<b>FEES</b>	
SUD Medicaid Fees	207,500
SUD Fees: Other	60,374
Total SUD Fees	267,874
SUD Transfer Fees In/(Out)	0
Total Net SUD Fees	267,874
<b>FEDERAL FUNDS</b>	
SUD FBG Alcohol/Drug Treatment (93.959)	487,978
SUD FBG Recovery (93.959)	0
Total SUD FBG Alcohol/Drug Treatment Funds	487,978
SUD FBG Women (Includes LINK et 6 CSBs) (93.959)	22,494
Total SUD FBG Woman Funds	22,494
SUD FBG Prevention (93.959)	151,147
Total SUD FBG Prevention Funds	151,147
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal SSIRT Youth (93.243)	0
SUD Federal State & Local Fiscal Recovery Fund (21.027)	0
SUD Federal Opioid Response – Recovery (93.788)	272,584
SUD Federal Opioid Response – Treatment (93.788)	227,416
SUD Federal Opioid Response – Prevention (93.788)	70,000
Total SUD Federal Opioid Response Funds (93.788)	570,000
SUD Other Federal - DSHDS	0
SUD Other Federal - COVID Support	0
SUD Other Federal - CSB	0
Total SUD Federal Funds	1,231,619
<b>STATE FUNDS</b>	
<b>Regional Funds</b>	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment - Transfer In/(Out)	0
Total Net SUD Facility Reinvestment - Restricted	0
SUD Transfers from DSHDS Facilities (Fiscal Agent)	0
SUD Transfers from DSHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DSHDS Facilities - Restricted	0
SUD Community Detoxification (Fiscal Agent)	0
SUD Community Detoxification - Transfer In/(Out)	0
Total Net SUD Community Detoxification - Restricted	0
SUD STEP-VA (Fiscal Agent)	0
SUD STEP-VA - Transfer In/(Out)	0
Total Net SUD STEP-VA - Restricted	0
Total Net SUD Regional State Funds	0

**Report Date 7/12/2023**

**AF-9**

**FY2024 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**Substance Use Disorder (SUD) Services**  
**Middle Peninsula-Northern Neck Community Services Board**

Funding Sources	Funds
<u>Other State Funds</u>	
SUD Women (includes LINK at 4 CSBs) - Restricted	300
SUD MAT - Medically Assisted Treatment - Restricted	130,000
SUD Permanent Supportive Housing Women - Restricted	0
SUD SARPOS - Restricted	33,865
SUD Recovery - Restricted	0
<b>Total SUD Restricted Other State Funds</b>	<b>164,165</b>
SUD State Funds	879,727
SUD Region V Residential	68,827
SUD Jail Services/Juvenile Detention	68,535
SUD HIV/AIDS	30,892
<b>Total SUD Unrestricted Other State Funds</b>	<b>1,047,981</b>
<b>Total SUD Other State Funds</b>	<b>1,212,146</b>
<b>Total SUD State Funds</b>	<b>1,212,146</b>
<u>OTHER FUNDS</u>	
SUD Other Funds	0
SUD Federal Retained Earnings	325,000
SUD State Retained Earnings	250,000
SUD State Retained Earnings - Regional Programs	0
SUD Other Retained Earnings	0
<b>Total SUD Other Funds</b>	<b>575,000</b>
<u>LOCAL MATCHING FUNDS</u>	
SUD Local Government Appropriations	0
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	9,000
SUD Local Interest Revenue	0
<b>Total SUD Local Matching Funds</b>	<b>9,000</b>
<b>Total SUD Funds</b>	<b>3,295,639</b>
<u>SUD ONE-TIME FUNDS</u>	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD One-Time State Funds	0
SUD One-Time Restricted State Funds	0
<b>Total SUD One-Time Funds</b>	<b>0</b>
<b>TOTAL SUD ALL FUNDS</b>	<b>3,295,639</b>

Report Date 7/12/2023

AF-10



**FY2024 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**Supplemental Information**  
**Reconciliation of Projected Resources and Core Services Costs by Program Area**

**Middle Peninsula-Northern Neck Community Services Board**

	<b>MH Services</b>	<b>DV Services</b>	<b>SUD Services</b>	<b>Emergency Services</b>	<b>Ancillary Services</b>	<b>Total</b>
<b>Total All Funds (Page AF-1)</b>	17,540,671	4,440,756	3,295,639			25,277,066
<b>Cost for MH, DV, SUD, Emergency, and Ancillary Services</b>	13,343,779	3,914,116	2,722,712	3,798,419	1,784,106	25,563,132
<b>Difference</b>	4,196,892	526,640	572,927	-3,798,419	-1,784,106	-286,066

**Difference results from**

**Other: 286,066**

**Explanation of Other in Table Above:**

MH Regional DAP Fiscal Agent Western Tidewater CSB on behalf of Middle Peninsula CSB.  
This amount is reported by WTCSB on WTCSB's CARs Report: \$286,066.

**Report Date 7/12/2023**

**AF-12**

**FY2024 And FY2025 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**CSB 100 Mental Health Services**  
**Middle Peninsula-Northern Neck Community Services Board**

**Report for Form 11**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
	20 FTEs		\$3,668,217 :
310 Outpatient Services	7.76 FTEs		\$2,284,792
312 Medical Services	8.5 FTEs		\$1,438,559
350 Assertive Community Treatment	30.78 FTEs		\$3,546,540
320 Case Management Services	26 Slots		\$704,635
425 Mental Health Rehabilitation	4 Beds		\$328,604
551 Supervised Residential Services	7.5 FTEs		\$751,726
681 Supportive Residential Services	5 FTEs		\$142,708
610 Prevention Services			
	<b>Totals</b>		<b>\$13,343,779</b>

**Report Date 7/12/2023**

**AP-1**

**FY2024 And FY2025 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**CSB 200 Developmental Services**  
**Middle Peninsula-Northern Neck Community Services Board**

**Report for Form 21**

	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
<b>Core Services</b>			
320 Case Management Services	17 FTEs		\$1,586,841
621 Intensive Residential Services	12 Beds		\$2,117,633
681 Supportive Residential Services	8 FTEs		\$207,642
	<b>Totals</b>		<b>\$3,914,116</b>

*Report Date 7/12/2023*

**AP-2**

**FY2024 And FY2025 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**CSB 300 Substance Use Disorder Services**  
**Middle Peninsula-Northern Neck Community Services Board**

**Report for Form 31**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
310 Outpatient Services	6.6 FTEs		\$1,602,898
313 Intensive Outpatient Services	2 FTEs		\$266,668
335 Medication Assisted Treatment Services	1 FTEs		\$116,873
320 Case Management Services	1 FTEs		\$97,354
551 Supervised Residential Services	4 Beds		\$52,257
610 Prevention Services	5 FTEs		\$587,764
	<b>Totals</b>		<b>\$2,722,712</b>

**Report Date 7/12/2023**

**AP-3**

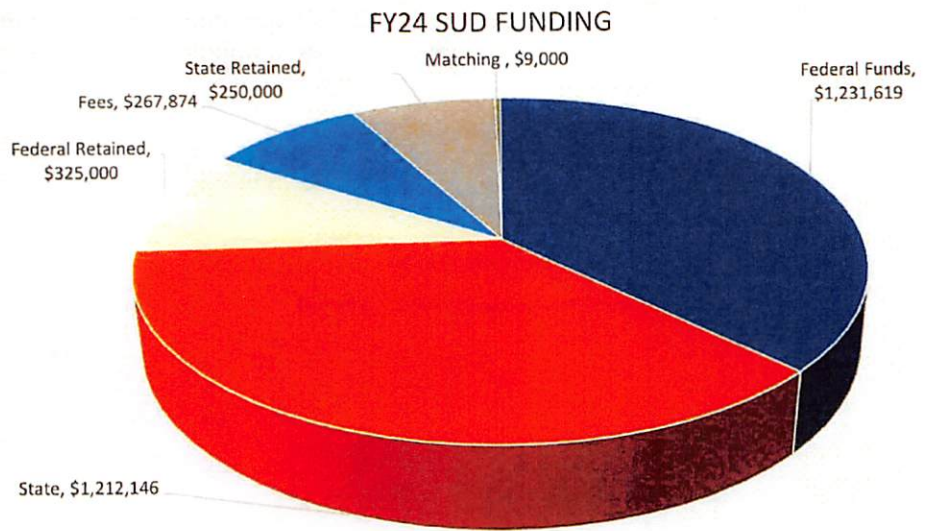
**FY2024 And FY2025 Community Services Performance Contract**  
**FY2024 Exhibit A: Resources and Services**  
**CSB 400 Emergency and Ancillary Services**  
**Middle Peninsula-Northern Neck Community Services Board**

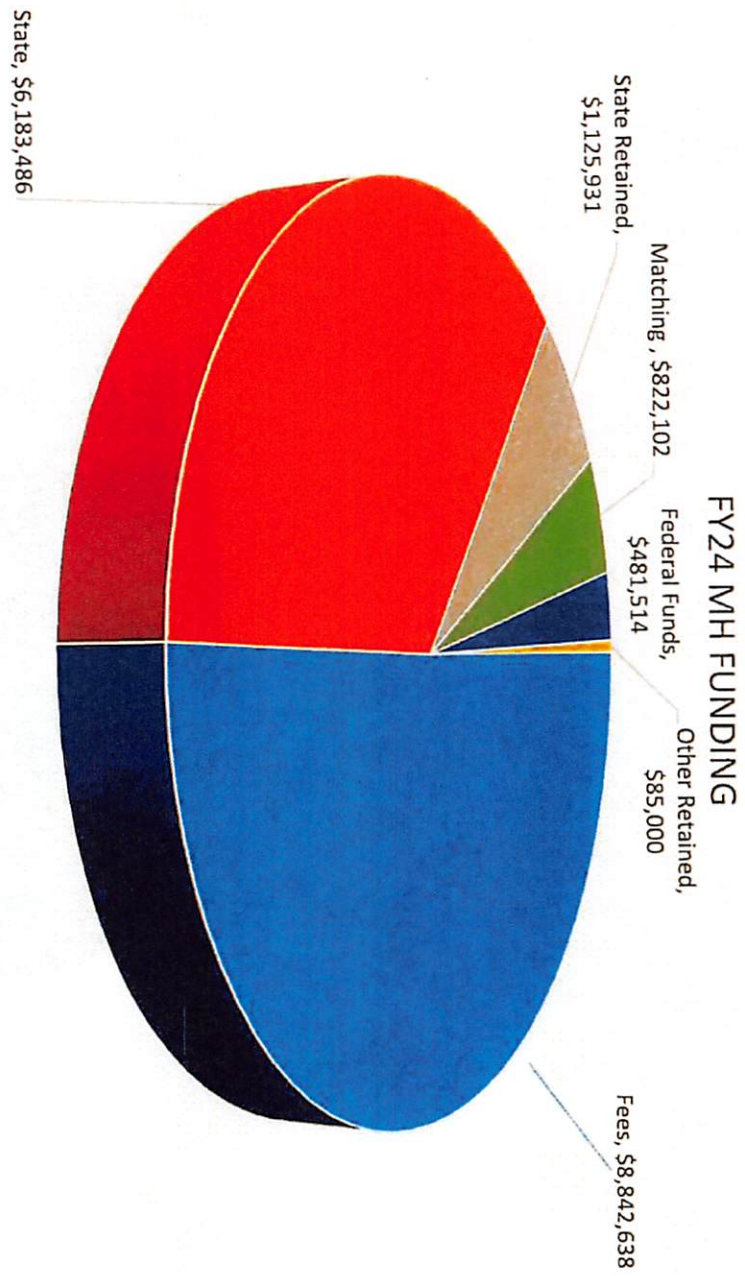
Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	20.5 FTEs		\$3,788,419
720 Assessment and Evaluation Services	2.25 FTEs		\$824,246
730 Consumer Run Services (No. Individuals Served)			\$1,159,860
	<b>Totals</b>		<b>\$5,682,626</b>

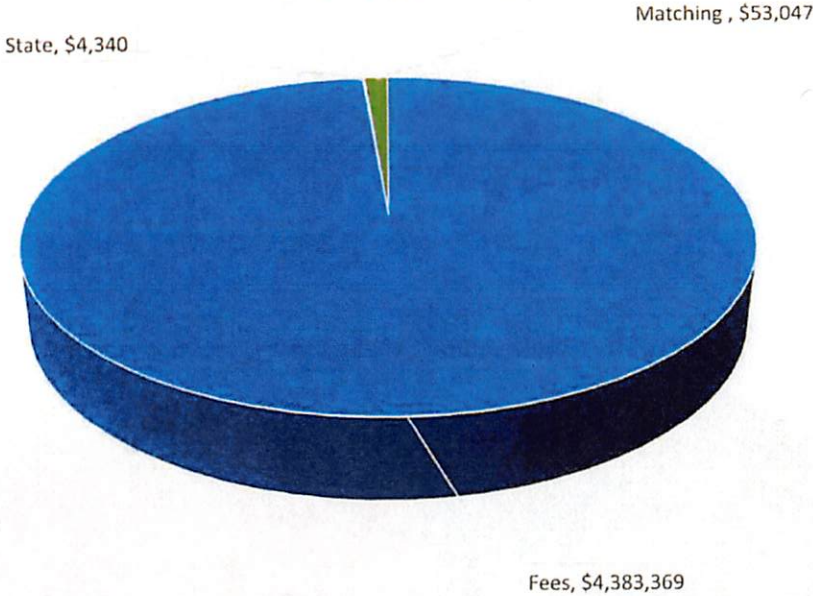
Report Date 7/12/2023

AP-4





FY24 ID DD FUNDING





D. Proclamation – Constitution Week September 17-23, 2023

Dorothy Dickerson Tate asked to waive the reading of the Proclamation and move to approve.

With no further discussion, upon motion by Dorothy Dickerson Tate, second by Russ Culver and carried unanimously approved the Proclamation recognizing Constitution Week as September 17-23, 2023.

**\*\* NEXT PAGE – PROCLAMATION\*\***

**PROCLAMATION: CONSTITUTION WEEK**

**WHEREAS**, September 17, 2023 marks the two hundred thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; it has guided our growth, shaped our progress, and defined us as a Nation of sacred laws and fundamental values; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE** the Westmoreland County Board of Supervisors hereby proclaims the week of September 17 through 23 as

**CONSTITUTION WEEK**

**AND** asks our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the County of Westmoreland to be affixed this 11<sup>th</sup> day of September, 2023.

SEAL

\_\_\_\_\_  
Darryl E. Fisher, Chairman  
Westmoreland County Board of Supervisors

9. OLD BUSINESS

A. Resolution – Alberta Richards Byrd 94<sup>th</sup> Birthday Presentation –

This item was heard at the beginning of the meeting.

B. Parcel 131 map 34 (part of parcel) in the Town of Montross (Tabled from August 2023 Meeting). Chairman Fisher parcel of a property that the Board requested to obtain an appraisal; once that was done the Board discussed if it would be in the best interest of the County to sell or keep.

Mr. Hyson stated he believes it worth more to the County to keep it than to sell it. Mr. Culver stated the County should keep the property for possible future use. Chairman Fisher stated as with this property and all properties the County owns is to evaluate the potential use of the particular property and generally the Board is reluctant to sell property the County owns. It's easier to hold on to a property than to sell it and then try to purchase it back.

With no further discussion, upon motion by Woody Hynson, second by Russ Culver and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting "aye". The Board declines to sell property listed as parcel 131 map 34.

**\*\* NEXT PAGE – INFORMATION ON PROPERTY\*\***

## Memorandum

To: Westmoreland County Administrator

CC:

From: Robert T. Lynch

Date: 07/07/2023

Re: Market Value for 6537 SF Parcel of Land

The Westmoreland County Administrator has requested an appraisal of the portion of land that is currently a part of Parcel 131 Map 34 in the town of Montross that is the location of the Rescue Squad. The subject parcel is the triangular shaped portion that extends from the corner of Kings Highway and Lyells Street back to the property line even with the adjacent property at 15568 King Street. The owner of the adjacent property has requested to purchase this portion of land allowing the property to have a more marketable shape. The portion of land to be purchased can legally be transferred but is not considered to be either excess and or surplus land as it can be sold but is not considered to be a buildable site due to its size and shape. It can be safely assumed that the parcel of land is valued less than a buildable lot but has market value as the lot can have a boundary line adjustment that increases the size and usability for the potential buyer. The comparables sales noted below will estimate a market value range based on similar sales in the market area.

Sale #1 - Lot 14 Lee Street Westmont S/D Montross, Price \$50,000 Date of Sale 06/20/2023, Price per SF \$2.91

Sale #2 - Parcel 3- 45 McKinney Blvd Colonial Beach, Price \$230,000 Date of Sale 03/03/2023, Price per SF \$1.19

Sale #3 - Lot 87 Billingsley Ave Colonial Beach, Price \$25,000 Date of Sale 10/14/2021, Price per SF \$2.90

These 3 sales are buildable lots that have similar locations in respect to both residential and commercial properties and set the upper limit of value.

Sale #4 - Lot 18 Bk 123C 10th St Colonial Beach, Price \$3,083 Date of Sale 03/2020, Price per SF \$1.23

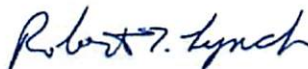
Sale #5 - Lot 47 Bk 25C 9th St Colonial Beach, Price \$5,000 Date of Sale 04/28/2021, Price per SF \$2.00

Sale #6 - Lot 75 Bk 3 Cabin Point Dr Montross, Price \$21,250 Date of Sale 01/10/2022, Price per SF \$1.43

These 3 sales are more representative of the subject as they not buildable lots or were purchased to combine with an adjacent lot.

There are very limited number of land sales that have a similar location and characteristics of the subject lot. The purchase of the lot for the potential buyer will allow for additional parking and for outbuildings with access from Lyells Street. After reviewing numerous similar sales in Westmoreland County, this appraiser estimates that a fair market value of the 6,537 SF parcel ranges in value from \$1.25 to \$1.50 per square foot or \$8,200 to \$9,800.

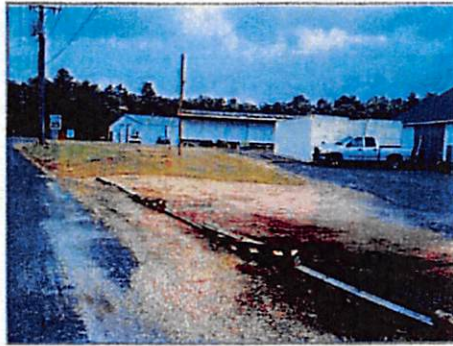
Signature:



Date: 07/12/2023

**Subject Photo Page**

<b>Borrower</b>					
<b>Property Address</b>	Map 34 Parcel 131 Lyells St				
<b>City</b>	Montross	<b>County</b>	Westmoreland	<b>State</b>	VA
<b>Lender/Client</b>	Westmoreland County				
				<b>Zip Code</b>	22520



**Subject**

Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age



**Subject**



**Subject**



**VA License**

<b>Borrower</b>					
Property Address	Map 34 Parcel 131 Lyells St				
City	Montross	County	Westmoreland	State	VA Zip Code 22520
Lender/Client	Westmoreland County				

Accelerant National Insurance Company  
 (A Stock Company)  
 400 Northridge Road, Suite 800  
 Sandy Springs, GA 30350

**REAL ESTATE APPRAISERS  
 ERRORS AND OMISSIONS INSURANCE POLICY  
 DECLARATIONS**

**NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.**

**PLEASE READ YOUR POLICY CAREFULLY.**

Policy Number: NAX40PL100962-00

Renewal of: New

1. Named Insured: Robert T Lynch

2. Address: 233 Rosier Ln  
 Colonial Beach, VA 22443

3. Policy Period: From: April 14, 2023 To: April 14, 2024  
 12:01 A.M. Standard Time at the address of the Named Insured as stated in item 2. Above.

4. Limit of Liability:	Each Claim	Policy Aggregate
Damages Limit of Liability	4A. \$ 1,000,000	4C. \$ 1,000,000
Claim Expenses Limit of Liability	4B. \$ 1,000,000	4D. \$ 1,000,000

5. Deductible (Inclusive of Claims Expenses):	Each Claim	Aggregate
	5A. \$500	5B. \$1,000

6. Policy Premium: \$ 478

7. Retroactive Date: April 14, 2004

8. Notice to Company: Notice of a Claim or Potential Claim should be sent to:  
 Accelerant National Insurance Company  
 400 Northridge Rd. Suite 800  
 Sandy Springs, GA 30350

9. Program Administrator: OREP Insurance Services, LLC - [appraisers@orep.org](mailto:appraisers@orep.org)

10. Forms and Endorsements Attached at Policy Inception: See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: March 17, 2023

By: Isaac Peck  
 Authorized Representative

- C. Resolution – Department of Social Services (Tabled from August 2023 Meeting.)  
Chairman Fisher stated the Board asked the County Attorney to do some research and he has not received the clarity on what the code states as of this meeting. Therefore, there are three (3) options at this time – proceed with the current resolution; table the resolution until further clarity is received; or completely remove the resolution from the table. Mr. Hynson noted wisdom sometimes take some time and therefore he would like to table it and let the County Attorney obtain the proper clarification. Also, structure the resolution so we do not continue to have problems and take the time to do this correctly. Chairman Fisher asked the County Attorney to find out, in the event they cannot proceed with the current resolution, find out what they can do so there is an option. Also, he asked if it is possible to reinstitute an administrative board at Department of Social Services with a three (3) member board vs a five (5) member board. Chairm Fisher noted when we address this again the Board will have options to discuss. Chairman also asked if this could be done prior to the end of the year.

Chairman Fisher stated the reason they are doing this is because the County Administrator will be retiring at the end of the year and one Board Member will be stepping down, therefore, they are trying to make sure there is a smooth transition.

With no further discussion, upon motion by Woody Hynson, second by Russ Culver and carried unanimously the Board approves to table this Resolution and wait on a proposal from the County Attorney on what the Board can do.

**\*\* NEXT PAGE – RESOLUTION\*\***



**RESOLUTION CONCERNING THE WESTMORELAND COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**BE IT HEREBY RESOLVED**, by The Westmoreland County Board of Supervisors that the prior Resolution concerning the appointee to the Social Services Board dated November 8, 2021 is hereby rescinded.

**THEREFORE, BE IT FURTHER RESOLVED** that according to Section 63.2-302 of the Code of Virginia, 1950, as amended, the Social Services Board for Westmoreland County shall be comprised of a local government official, namely the Westmoreland County Board of Supervisor's Chairman or his appointee.

**FURTHER**, a local Advisory Board pursuant to Section 63.2-305 of the Code of Virginia, 1950, as amended, shall continue to be constituted and appointed to serve with the duties incumbent upon them as set out in statute.

Adopted this 14<sup>th</sup> day of August 2023

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Darryl E. Fisher, Chairman  
Board of Supervisors of Westmoreland County

10. LAND USE/PUBLIC COMMENT- CASE # 2309-SE-02- Ricky & Michelle Fogg, (agent – Apex Clean Energy) request Special Exception for a small-scale solar facility on Route 3 near intersection of Bowie Road (Route 664)

Beth McDowell, Planning Director, was present and recognized by the Board to present Case #2309-SE-02. Also present were the applicant Ricky & Michelle Fogg, and Agent for Apex Clean Energy, Sido Shira.

Beth McDowell began her presentation by reviewing the facts in the Staff Report and describing where the property is located. It is on Route 3 just east of the Bowie Road intersection. The lot is currently wooded and undeveloped except for a road that goes through the property. The property is zoned A1 and the Applicant is requesting to do a small scale, community scale solar facility on this property. Shared solar is 5 Megawatts or less for the projected output. The total acreage is 31 acres and the approximate project area is 25 acres.

Ms. McDowell then reviewed the Conceptual Drawing and discussed the required buffering area for solar projects in the County. Landscaping is required along the road, as well as, along the sides of the property. In addition, this project will also include a 6 ft chain link fence, which includes a 1 ft angled barbed wire (anti-climbing). She also mentioned there is a potential wetland area about 200 ft into the area, which could pose a potential problem. This would require a field evaluation in the event this project is approved. Ms. McDowell then stated the Planning Commission recommended unanimously to approve this project with certain conditions, as set forth, in the Staff Report on pages 3 and 4. Ms. McDowell asked if there are any questions, if not, she will turn it over to the Agent.

The Agent, Sido Shira, Project Developer with Apex Clean Energy was recognized and began her presentation to the Board. She explained that Apex is an independent power producer located in Charlottesville, VA. They develop, construct, own and operate most of their projects.

Ms Shira reminded the Board that the County has approved other shared solar projects in the past. She described in summary the shared solar programs. Shared Solar Programs were enabled by Legislation in the State of Virginia and allows Dominion to create a shared solar program that then third party developers can develop solar projects to participate in. This allows third party's to develop these project, interconnect them onto the Dominion distributed system, and then have the power go to the local Dominion customers. This allows local customers to subscribe to the project which have 30% as low to moderate income families. She noted the project would be approximately 5 Megawatts which would support about 1000 homes. The project will take 4-6 months but can vary depending on the weather. The project will operate 35 - 40 years and at the end of the project life, the area will be decommissioned and returned back to its previous land use.

Ms. Shira then explained why Apex is in Westmoreland County. She noted with this shared solar project there is a limited capacity, as part of the legislation, there were only 200 Megawatts given to this program, which is a pilot program. This portion of the program is already at 75% capacity and there are roughly 50 projects currently across Virginia. This project is in "A" position and is in very close proximity to the Dominion grid.

She then explained the benefits to Westmoreland County which include over 25 full-time jobs, an estimated County revenue over \$525,000 over the life of the project, and capital investment of approximately \$12,000,000.

With that, Ms. Shira ended her presentation. Chairman Fisher asked if the Board members had any questions.

Dorothy Dickerson Tate said she has previously discussed her concerns with Ms. Shira and what she wanted to know is exactly where the project is. Ms. Tate was concerned that this project was too close to the Route 3 and Bowie Road intersection but after speaking with Ms. Shira, she was fine with the location. Ms. Shira noted there would be limited traffic about two times per month after construction has been completed.

Russ Culver asked who owns the property on each side of the property that will be developed for solar. Ms. Shira noted that Mr. Fogg owns the property on one side and Lawrence Latane owns property on the other side.

Russ Culver asked if local residents would have the option to use this solar facility because the last Dominion project all of the customers are in the Fredericksburg area.

Ms Shira asked which project he is referring to and is it a Dominion owned project. Ms. McDowell asked Mr. Culver is he referring to the project across from AT Johnson. Mr. Culver said yes and Ms. McDowell stated that that is a Dominion owned project. Ms. Shira noted that this project is a little different in it will not be owned by Dominion. Apex will be adding power to the Dominion power line and there is capacity at this point so all the power will stay local because it is on the distribution system and not on the transmission system. Transmission projects send power to the next biggest market and this project all stays local on the distribution lines and goes through the Oak Grove substation.

Woody Hynson said he knows that Mr. Fogg's brother is interested in the access road going through the property. He said he is not sure how wide a right-of-way we are talking about but is curious if it is large enough for timber removal. Ms. Shira stated there is a deeded access for Mr. Fogg's brother, as well as, an additional land owner. Apex will update the roadway and that will still allow them to access their road. Because it is a deeded access Apex will create a road that is compatible for landowners to use it however they wish. In addition, where the road ends now will continue onto Mr. Fogg's property and will be maintained by each landowner. After continued discussions regarding the size of the deeded access, Mr. Stuart stated if the Board approves this project, it will have no impact on the right-of-way through there and they are not allowed to influence that right-of-way. Mr. Stuart further commented, that what he believes Ms. Shira is saying is whatever is there, Apex will improve it so that the people who use it, timbering or otherwise, would actually have a better road than before.

Russ Culver asked what type of solar panels will be used. Ms. Shira stated ideally they would like to use "tracking" solar panels as it is more efficient. With the project design they will still need to do the wetland delineation and there may be some additional storm water features that will need to be added that will cut into the buildable area that they have to work with. As that buildable area decreases, doing fix tilt is more efficient because they can packed closer together but depends on the final site design. Ideally they like to use tracking they just need to be further apart.

Chairman Fisher then asked the Board if anyone had any additional questions. If not, he would go to the public for comments on Land Use Case #2309-SE-02. Chairman Fisher

reviewed the guidelines for public comment period and then opened the floor for comment.

Richard Wilkins, District 4 – Noted the Board has approved several other solar projects and he believes they should approve this one.

Larry Hinson, District 3 – How far is this from the intersection; Ms. McDowell noted it is approximately ¼ acre. With that, Mr. Hinson had no objections to the project.

Chairman Fisher asked to let the record show that the public comment is closed and he came back to the Board for additional questions or a motion.

Russ Culver asked Mr. Risavi, as far as the County is concerned, what kind of zoning is the property presently and how will the tax structure be on future zoning. Mr. Risavi stated it will be similar to others that have been done. They will take it out of Land Use and it will be zoned at its regular value if it was in Land Use for timber. Mr. Risavi asked Mr. Stuart if this qualifies for the program. Mr. Stuart said it is under the Shared Community Solar Legislation but it appears too small to qualify. Mr. Risavi stated the only answer would be the Commissioner of the Revenue would change it from Land Use to whatever the value. Ms. McDowell noted there is a proffer included with the application that the Board may want to review.

With no further discussion, upon motion by Dorothy Dickerson Tate, second by Russ Culver and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting “aye”. The Board approved CASE # 2309-SE-02 Special Exception for a small-scale solar facility on Route 3 near intersection of Bowie Road (Route 664) which will include the recommendations of the Planning Commission and the Proffer statement included in the Application. (\*Timothy Trivett was absent from the meeting)



Westmoreland County, Virginia  
**LAND USE ADMINISTRATION**  
 PO Box 1000  
 Montross, VA 22520  
 804-493-0120

Building Official  
 Zoning Official  
 Planning Commission  
 Board of Zoning Appeals  
 Board of Building Appeals  
 Wetlands Board

**Board of Supervisors**  
**Staff Report**

<b><u>Date:</u></b>	September 6, 2023
<b><u>From:</u></b>	Beth McDowell, <i>Planning Director</i>
<b><u>Case #:</u></b>	#2309-SE-02
<b><u>Site Address:</u></b>	4356 Kings Highway (Route 3)
<b><u>Site Location:</u></b>	Route 3 near intersection with Bowie Road (Route 664)
<b><u>Magisterial District:</u></b>	Washington Magisterial District (Election District 3)
<b><u>Site Tax Map:</u></b>	10-53
<b><u>Owner/Applicant:</u></b>	Ricky & Michelle Fogg (agent = Apex Clean Energy)
<b><u>Site Property Size:</u></b>	31.12 acres
<b><u>Site Zoning District:</u></b>	A-1 Agricultural
<b><u>Authority:</u></b>	10-3.12 Special Exception Permit
<b><u>Project Description:</u></b>	Special Exception for a small-scale solar facility
<b><u>Board of Supervisors:</u></b>	Monday, September 11, 2023 (6:00 pm, English building)
<b><u>Planning Commission:</u></b>	<i>On September 6, 2023, the Planning Commission unanimously recommended approval of the application with the attached conditions (4-0 vote)</i>

**FINDING OF FACTS**

**Project Description:**

The applicants have a 31 acre lot along Route 3 that is roughly 1.5 miles east of Oak Grove. The lot is currently wooded, with a roadway that winds through the property and beyond into additional parcels. They are proposing a small-scale solar facility on the property, covering approximately 25 acres, with a projected output of 5 MW.

**Need for Board Action:**

A "Public Utility Facility" including a solar facility is permissible with Board approval of a Special Exception on A-1 Agricultural-zoned properties.

**Planning Commission Recommendation:**

At their meeting on September 6, 2023, the Planning Commission unanimously recommended approval of this application with the conditions provided in this report.

Surrounding Zoning and Development:

The closest existing residential use is located diagonally across Route 3 from this property. The majority of the surrounding lands are zoned agriculture and are larger forested lots, with a few widely scattered single-family homes. There are also several commercial properties just past the Bowie Road intersection, including Bobby K's restaurant and Bowie's Hardware store, as well as additional businesses closer to the Oak Grove intersection.

Site Topography:

During a site visit, staff observed a possible freshwater/upland wetland area and intermittent stream (dry at the time of inspection) over a small portion of this property, located approximately 200 feet into the lot from Route 3. The presence or absence of any wetland areas will need to be established and addressed during the permitting process.

The property is fairly flat with contours of 66 to 72 feet above standardized sea level. The exception is the low-lying drainageway near the front of the property, which drops to a contour of 57 feet.

Transportation:

VDOT approval of any work within the right-of-way will be required by the permitting process.

Landscaping and Screening:

The entirety of the solar facility shall be enclosed by fencing. The applicant proposes a minimum fence height of 6 feet, but based upon previous cases staff recommends seven feet with the top foot consisting of angled barbed wire.

According to the Conceptual Plan, existing vegetation would be preserved as buffers wherever possible. The Zoning Ordinance requires an average width of 30 feet along roadways to shield the project from the view of motorists. In addition, transitional screening is required by Article 6-8 of the Zoning Ordinance between this use and any future residential development. This vegetative screening would be 25 feet in width. If vegetation needs to be planted, it would consist of two rows of staggered evergreen trees and one row of evergreen shrubs.

Comprehensive Plan Considerations:

This property is just outside the Oak Grove Secondary Growth Area in what the Comprehensive Plan has designated as Rural Lands. "Rural Lands are intended to retain their existing character as much as possible. That is, they will remain primarily for agricultural or forestland use, but also with some areas of residential, commercial, institutional, and industrial uses... Most (non-agricultural/forestland uses, specifically commercial uses) will be related to the natural resources of the area." Solar energy could be considered a basic natural resource across the County.

Map 8.22c does designate this property as a Natural Area Core with a high ranking. Natural Area Cores are natural areas of 100 contiguous acres or more. The Plan advises that

consideration be given to a proposed project's impact on these areas and natural resources such as forests, wetlands, and wildlife areas.

Typically, land used for solar facilities is leased for approximately 30-40 years. After that time, if the lease is not renewed, all related appurtenances would be removed and the land could be planted for a return to forestland use or developed in another fashion.

Additional Notes:

Due to the process involved in the acceptance procedure with Dominion Energy, as well as the permitting of these projects through the Department of Environmental Quality, the applicants would like to have an additional year of approval. Per Article 10-3.12(11) of the Zoning Ordinance, the activity authorized by a Special Exception approval should begin within 365 days of the approval. That section also allows for the extension of such approval for an additional 365 days—two years total—to be considered by the Board of Supervisors following a public hearing.

In addition, Virginia Code section 15.2-2232 states that no Public Utility Facility may be established unless the local planning commission has found that the project is substantially in accord with the locality's Comprehensive Plan. At the meeting on September 6, the Planning Commission determined the project is substantially in accordance with the Comp Plan.

**RECOMMENDATION**

Should the Board consider approval of the request, staff recommends the following conditions:

1. The Special Exception is approved in general accordance with the conceptual plan entitled General Array sheet E-101, prepared by Apex Clean Energy and dated July 18, 2023. This Special Exception may be transferred, but shall be binding to any successors, assignees, current or future lessee, sub-lessee, or owner of the facility.
2. As much as reasonably possible, construction deliveries shall not occur during the higher-traffic hours of 7:00 to 9:00 in the mornings and 3:00 to 5:30 in the evenings. As much as reasonably possible, construction deliveries shall be limited to daylight hours.
3. Transitional landscape screening shall be provided in accordance with ZO Article 6-8 between the project area and the adjacent lots. A 25-foot wide buffer area shall be reserved along all lot lines that abut residential and agriculturally zoned properties, outside of any delineated wetland areas, and existing vegetation should be preserved in those areas. A break in the landscaping is permissible for the existing woods road, which provides access to the adjacent lands, or its County-approved replacement. If the preserved vegetation on land abutting another lot is removed at any time during the operation of this facility, a landscape area in accordance with Article 6 shall be planted.
4. In accordance with Article 6-7.3(5), existing vegetation along Kings Highway should be preserved as part of the landscape area along the right-of-way. If the preserved vegetation is removed at any time during the operation of this facility, a landscape area in accordance with Article 6 shall be planted.



5. Existing vegetation shall also be maintained within 100-feet of perennial waters and/or Chesapeake Bay Preservation Act jurisdictional wetlands; removal of any vegetation within those limits shall only occur with the approval of the County Land Use Administration staff and with proper replanting in accordance with CBPA standards.
6. Isolated wetland areas shall have a 25-foot setback that is field-delineated and protected, unless otherwise permitted/allowed by local, state, and federal agencies.
7. The applicant agrees to achieve the minimum score necessary for the site to be certified VA Pollinator-Smart according to the most current version of the Virginia Pollinator-Smart/Bird Habitat Scorecard.
8. Access to the facility off Kings Highway will be developed in accordance with VDOT standards and will be designed and maintained to minimize impact to adjacent properties.
9. The total height of the solar arrays shall not exceed twenty (20) feet above the ground. This height limitation requirement shall not apply to facilities at the interconnection point to the local utility power grid distribution lines.
10. Fencing along the exterior of the facility shall be at least seven (7) feet in height, with the top foot consisting of angled rows of barbed wire. The fencing shall be maintained while the facility is in operation.
11. Prior to the issuance of permits for installation of equipment, a plan for decommissioning the facility shall be provided. Within one (1) year from the date that the facility ceases electricity generation for a continuous twelve-month period, all infrastructure and appurtenances directly related to this use shall be decommissioned and removed. The plan for decommissioning shall include recycling to the extent practical of all related improvements including solar collectors, cabling, electrical components, any bases or footers, and other associated items.
12. The applicant shall coordinate with the County's emergency services staff to provide materials, education, and/or training as needed to the departments serving the facility regarding how to safely respond to on-site emergencies. Prior to operations, the applicant shall ensure that emergency services staff has keys and other access to the Property, and the applicant shall provide the County and emergency services with safety data sheets (SDSs) on the equipment for the life of the project.
13. Any expansion of this use beyond the terms provided herein shall require amendment to this Special Exception approval.
14. In accordance with the provision of Article 10-3.12 (11) of the Westmoreland County Zoning Ordinance, the activity shall begin within 730 days (2 years) of the approval of this Special Exception by the Board of Supervisors. This includes the request for an

additional year of initial approval. Prior to the start of the activity, construction permits must be sought and granted.

15. This Special Exception and all conditions listed herein shall run with the land but may be revoked by the County of Westmoreland or its designated agent for failure by the applicant or its assigns to comply with any of the listed conditions or any provision of Federal, State, or Local regulations.
16. No additional or future development will be permitted on the property except in compliance with all the applicable codes.
17. (This condition proffered by applicant in application packet) The Project will be taxed in accordance with § 58.1-2606.1 (effective July 1, 2022). Local taxation for solar photovoltaic projects five megawatts or less (i.e. Virginia Machinery and Tools Tax). Should the Machinery and Tools Tax levied against the project amount to a sum less than what is shown in Exhibit D during any year of operations (based on the actual installed MW capacity of the project), then the Owner shall be responsible for paying to the County substantial cash payments in excess of the Machinery and Tools Tax to reach the total amount in Exhibit D for that given year. While the project size is estimated at 5 MWac, the final payment amount of any substantial cash payments will be prorated to account for actual installed project MWac size.
  - Any substantial cash payments made by the Owner to the County are intended for substantial public improvements, the need for which is not generated solely by the granting of this permit, so long as such improvements are reasonably related to the solar facility that is the subject of this permit. The Owner and the County acknowledge and agree that the County may identify in future budget years qualifying substantial public improvements that will be funded by the annual substantial cash payments to be provided by the Owner.
  - The first payment will be due to the County on or before the date that is 90 days following the commencement of commercial operation of the solar facility. Subsequent payments will be due to the County on each anniversary of the commercial operation date until the solar facility is decommissioned as required by these Conditions. The Owner shall provide written notice to the County within ten (10) business days of when the solar facility commences commercial operation. As a condition of this permit, the Owner shall pay all annual substantial cash payments until the decommissioning of the solar facility is complete.

**Attachments:**

Application  
Aerial photo of lot and surrounding area  
Aerial overlaid with three foot contours  
Conceptual Plan titled General Array sheet E-101, by Apex Clean Energy, dated 7-18-23  
Additional materials provided in application packet by applicant



Westmoreland County, Virginia  
**Land Use Administration**  
 P. O. Box 1000  
 Montross, VA 22520  
 Phone 804-493-0120 FAX 804-493-0604

Building Official  
 Zoning Official  
 Planning Commission  
 Board of Zoning Appeals  
 Board of Building Appeals  
 Wetlands Board

**SPECIAL EXCEPTION APPLICATION**

(Last amended January 11, 2018)

Case #: \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Fee \$600: \_\_\_\_\_ Check #: \_\_\_\_\_ (submit with application - nonrefundable)  
 The fee for deferral shall be 50% of the original fee. Make checks payable to 'Treasurer of Westmoreland County.'  
 Assigned Date for: Planning Commission: \_\_\_\_\_ Board of Supervisors: \_\_\_\_\_

**THIS APPLICATION IS INVALID IF NOT SIGNED BY ALL PROPERTY OWNERS OR THEIR AUTHORIZED AGENTS. PROPERLY COMPLETED AND EXECUTED APPLICATIONS, SUPPORT MATERIAL, AND FEE MUST BE RECEIVED BY THE APPROPRIATE DEADLINE FOR CONSIDERATION AT THE NEXT AVAILABLE MEETING.**

Property Location: Lat: 38.1756218803631, Long:-76.9751096966596  
(Address)  
 Tax Map Identification: 10 53 Acreage: 31.12  
 Zoning District: \_\_\_\_\_ Magisterial District: Washington

I/we respectfully request the consideration of a **SPECIAL EXCEPTION** in accordance with the Zoning Code requirements found in Article 2, Section: 13, Subsection: 3 and being further described as:  
A small solar facility (Public Utility Facility) on 25 acres of a 31.12 acre parcel.

Owner(s): Ricky H. Fogg and Michelle P. Fogg  
 Address: PO Box 1054  
 City: Colonial Beach State: VA Zip: 22443  
 Phone #: 804-370-5996 Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Agent (if applicable): Ken Young c/o Sidonie Shira  
 Address: 120 Garrett St. Suite 700  
 City: Charlottesville State: VA Zip: 22902  
 Phone #: 540-849-4273 Phone #: \_\_\_\_\_  
 Email Address: sido.shira@apexcleanenergy.com

(OVER)

Applicant (e.g. prospective owner, if applicable): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

A pre-application meeting with staff is recommended. Call 804-493-0120 to schedule a date and time.  
 The following documents shall accompany this application for consideration:

1. Eighteen (18) copies of all documents.
2. Conceptual plan showing the property and all existing and/or proposed site improvements, preferably drawn by licensed professional (not necessarily sealed).
3. Boundary survey or legal description showing accurate dimensions of the parcel(s) and all applicable easements.
4. Floor plans of all existing and/or proposed building(s) that are to be part of the proposed use, if applicable.
5. Building elevation views of all existing and/or proposed building(s), if applicable.
6. Topographic map when required.
7. Other documentation that you feel important for your case.

I/we hereby grant permission for staff, Commission, and Board members to go upon the above property. I/we certify that the information presented on this application is true and correct to the best of my/our knowledge. I/We further understand that upon review of the documents submitted, should it be determined that they do not meet the requirements, the application shall not be forwarded until the issue(s) are resolved.

Owner Signature: *Picky Fogg* Date: 7-13-23  
*Maria P. H. H.* Date: 7-13-23  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Agent Signature: *Kenneth Young* Date: 7/20/2023  
 Applicant Signature: *Kenneth Young* Date: 7/20/2023



Westmoreland County, Virginia  
**Land Use Administration**  
 P. O. Box 1000  
 Montross, VA 22620  
 Phone 804-493-0120 FAX 804-493-0604

Building Official  
 Zoning Official  
 Planning Commission  
 Board of Zoning Appeals  
 Board of Building Appeals  
 Wetlands Board

**COMMISSION PERMIT "2232 REVIEW" APPLICATION TO PLANNING COMMISSION**  
**For Public Improvements**  
 (Last revised June 4, 2018)

Case No: \_\_\_\_\_ Date Received: \_\_\_\_\_

Fee \$600: \_\_\_\_\_ Check #: \_\_\_\_\_ (submit with application-nonrefundable)  
 The fee for deferral shall be 50% of the original fee. Make checks payable to 'Treasurer of Westmoreland County.'  
 \*Fees are waived if submitted simultaneously with a directly-related application for a rezoning or Special Exception that will also be heard by the Planning Commission.

Assigned Date for: Planning Commission: \_\_\_\_\_

THIS APPLICATION IS INVALID IF NOT SIGNED BY ALL PROPERTY OWNERS AND THEIR AUTHORIZED AGENTS. PROPERLY COMPLETED APPLICATIONS, SUPPORT MATERIALS, AND FEE MUST BE RECEIVED BY THE APPROPRIATE DEADLINE FOR CONSIDERATION AT THE NEXT AVAILABLE MEETING.

Tax Map Identification: 10 53 Project Address: Lat: 38.1756218803831, Long: -78.9761096866596

Acreage: 31.12 Zoning District: \_\_\_\_\_ Magisterial District: Washington

Owner(s): Ricky H. Fogg and Michelle P. Fogg

Address: PO Box 1054

City: Colonial Beach State: VA Zip: 22443

Phone #: 804-370-5996 Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Agent/Applicant (if applicable): Ken Young c/o Sidonie Shira

Address: 120 Garrett St. Suite 700

City: Charlottesville State: VA Zip: 22802

Phone #: 540-849-4273 Phone #: \_\_\_\_\_

Email Address: sido.shira@apexcleanenergy.com

I/we respectfully request the consideration of a **COMMISSION PERMIT ("2232 REVIEW")** in accordance with the Zoning Code requirements found in Article 10, Section 3, Subsection 14, and being further described as:

A small solar facility (Public Utility Facility) on 25 acres of a 31.12 parcel.

(Description of work being proposed)

**Written Statement of Justification:**

In accord with the Code of Virginia, §15.2-2232, no street, park or other public area or public structure, public utility, public building or public service corporation facility other than railroads, whether publicly or privately owned, shall be constructed, established or authorized unless and until the general location or approximate location, character and extent thereof has been submitted to and approved by the Planning Commission as being substantially in accord with the adopted comprehensive plan or part thereof.

An application for a commission permit shall include a written statement of justification from the applicant as to why the proposed improvement should be deemed to be in accord with the Comprehensive Plan. Please provide this statement below or on an attached page if necessary.

Please see the attached application narrative, with reference to section 4.1. Conformity with Westmoreland County Comprehensive Plan. In this section a detailed narrative is provided addressing important goals within the Vision2030 Westmoreland County Comprehensive Plan with regard to this project

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**SUBMITTAL DOCUMENTS**

The following documents shall accompany this application for consideration:

- 1. Eighteen (18) copies of all documents, excluding this application.
- 2. The written statement of justification, as described above.
- 3. Conceptual plan showing the property and all existing and/or proposed site improvements, preferably drawn by licensed professional (not necessarily sealed), if applicable.
- 4. Boundary survey showing accurate dimensions of the parcel(s) and all easements, if applicable.
- 5. Floor plans of all existing and/or proposed building(s) that are to be part of the proposed use, if applicable.
- 6. Building elevation views of all existing and/or proposed building(s), if applicable.
- 7. Other documentation that you feel important for your case.

I/we hereby grant permission for staff and Commission members to go upon the above property. I/we certify that the information presented on this application is true and correct to the best of my/our knowledge. I/we further understand that upon the review of the documents submitted, should it be determined that they do not meet the requirements, the application shall not be forwarded to the Commission until the issue(s) have been resolved.

Owner Signature: *Ricky Jogg* Date: 7-13-23  
*Michael P. Ross* Date: 7-13-23  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Agent Signature: *Kenneth Young* Date: 7/20/2023  
Applicant Signature: *Kenneth Young* Date: 7/20/2023

11. COUNTY ADMINISTRATOR'S COMMENTS

- A. Update on Chandler Mill Pond. Mr. Risavi reviewed the email received regarding the progress of Chandler Mill Pond (see below for update).

**Norm Risavi**

**From:** Kirk, John (DWR) <John.Kirk@dwr.virginia.gov>  
**Sent:** Tuesday, September 5, 2023 4:24 PM  
**To:** ldgcpa@verizon.net (ldgcpa@verizon.net); Patricia Jones (jonespj6162@gmail.com); paul@nnbs1.com (paul@nnbs1.com); Norm Risavi; Ransone, Margaret B; Stuart, Richard H.; Danielle Gunlock (daniellegunlock@gmail.com); 1metalghost@gmail.com  
**Cc:** Compton, Jacob (DWR); Brown, Ryan (DWR); Gwynn, Becky (DWR); Greenway, Frances (DWR); Moore, Darin (DWR)  
**Subject:** RE: Chandlers Mill Pond  
**Attachments:** 8-25-23 2.jpg

**Caution:** This message is from an external source. Please use caution clicking links or opening files if you did not expect to receive them.

All,

Progress made at Chandlers Mill Pond in the last few weeks includes the construction of forms and the placement of fabric and stone in the main footer hole. Engineering staff completed testing and determined those steps met the required specifications for the site conditions. The rebar will take three to four days to be placed and tied up. That will happen this week, with the anticipation of concrete being poured as soon as that is complete and conditions allow. With the compressed time schedule due to weather, culverts will be delivered and a second crew will be on site by early October to start the culvert and cul-de-sac work along with any grading needed along the fish ladder and upper side of the dam. If you have any questions please just let me know.

Sincerely,

John



**John Kirk**  
*Capital Programs Manager, VCCO*  
M 804.754.6895  
Virginia Department of Wildlife Resources  
*CONSERVE. CONNECT. PROTECT.*  
A 7870 Villa Park Dr., P.O. Box 90778, Henrico, VA 23228-0778  
[www.dwr.virginia.gov](http://www.dwr.virginia.gov)

**From:** Kirk, John (DWR)  
**Sent:** Friday, August 4, 2023 10:49 AM  
**To:** ldgcpa@verizon.net (ldgcpa@verizon.net) <ldgcpa@verizon.net>; Patricia Jones (jonespj6162@gmail.com) <jonespj6162@gmail.com>; paul@nnbs1.com (paul@nnbs1.com) <paul@nnbs1.com>; nrisavi@westmoreland-county.org (nrisavi@westmoreland-county.org) <nrisavi@westmoreland-county.org>; Ransone, Margaret B <delmransone@house.virginia.gov>; Stuart, Richard H. <District28@cov.virginia.gov>; Danielle Gunlock (daniellegunlock@gmail.com) <daniellegunlock@gmail.com>  
**Cc:** Compton, Jacob (DWR) <Jacob.Compton@dwr.virginia.gov>; Brown, Ryan (DWR) <Ryan.Brown@dwr.virginia.gov>; Gwynn, Becky (DWR) <Becky.Gwynn@dwr.virginia.gov>; Greenway, Frances (DWR) <Frances.Greenway@dwr.virginia.gov>; Moore, Darin (DWR) <Darin.Moore@dwr.virginia.gov>  
**Subject:** RE: Chandlers Mill Pond





- B. Approval of Bid from NWP Energy for Heating Fuel. Mr. Risavi stated there have never been any other bids received other than from Mr. Faulkner and NWP. County Administration would encourage the Board to approve this bid.

With no further discussion, upon motion by Dorothy Dickerson Tate, second by Woody Hynson and carried unanimously with Woody Hynson, Russ Culver, Dorothy Dickerson Tate and Chairman Fisher voting "aye". The Board approves the Bid from NWP Energy for Heating Fuel.

**\*\* NEXT PAGE – BID\*\***



**Invitation For Bid issued by the County of Westmoreland for the purchase of estimated annual requirements for heating oil:**

- I. GENERAL INFORMATION:
  1. The County of Westmoreland shall be known throughout this Invitation For Bid as the "Locality".
  2. The Locality reserves the right to waive any informality in the bid.
  3. If any party, contemplating the submission of a bid to this Invitation, is in doubt as to the true meaning of any part of the general terms and conditions, specifications, or bid form, bidder should submit a written request for an interpretation to County of Westmoreland, ATTN: Norm Risavi, P. O. Box 1000, Montross, VA 22520, at least eight (8) calendar days prior to the date set for the receipt of bids. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from the County of Westmoreland and it shall be signed by the County Administrator or a duly authorized representative. **The Locality shall not be responsible for explanations or interpretations of the Invitation For Bid except as described above.**
  4. The award will be made by the respective Locality to the lowest responsive and responsible bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the County of Westmoreland, and the Code of Virginia.
  5. In the event of default by the successful bidder, or failure to deliver gasoline or heating oil, in accordance with the delivery terms and conditions of the bid, the Locality may procure fuel from other sources and hold the successful bidder responsible for all damages incurred, including, and without limitation to, any excess cost.
  6. All bidders must have their own transport or be contracted with a common carrier. Verification of such ownership or contract must be provided with the bid submission.
  7. The Locality reserves the right to award in part or in whole, reject any or all bids, or to re-bid. The right is specifically reserved by the governing body to award the bid to the lowest bidder for the Locality.
  8. By bidding in response to this Invitation For Bid, the bidder represents that, should the bid be accepted, the resulting contract would not violate any of the provisions of federal law or regulations, Code of Virginia, or the Codes of the County of Westmoreland.
  9. As an integral and essential part of the bid:

- a. Bidder has not participated in nor is obligated to or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his bid.
  - b. Bidder warrants that his bid is or intended to be competitive and free from any collusion with any person, firm or corporation.
  - c. Bidder warrants that he is not a part to nor has he participated in nor is he obligated or otherwise bound by an agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid is to be performed.
10. All bids submitted shall include in its price the cost of any business or professional licenses, permits or fees required by the Locality, Commonwealth of Virginia, or any other governmental entity.
  11. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to bind the firm or corporation.
  12. By submission of bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark and the successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the Locality harmless in the case of such infringements.
  13. All bids shall be submitted exclusive of all Federal, State and Local Taxes. However, if the bidder believes that certain taxes are properly payable to the Locality, he may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished upon request.
  14. If unable to bid, please sign and return the Bid Form by return mail, advising the reason for not submitting a quotation.

**II. BIDDER INFORMATION AND REQUIREMENTS**

**1. General:**

- a. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service in the Office of the County Administrator, George D. English, Sr. Memorial Building, 111 Polk Street, Montross, Virginia 22520 or through the regular mail by the U.S. Postal Service, P. O. Box 1000, Montross, Virginia 22520 until, but no later than the time and date specified in the Invitation to Bid.
- b. In the solicitation or awarding of contracts, the Locality shall not discriminate because of the race, religion, color, sex, national origin, age, disability, faith-based organizations, or any other basis prohibited by state law relating to discrimination in employment.
- c. The Locality welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Locality.

**2. Bidder's Representation:**

- a. By submitting a bid in response to this Invitation to Bid, the bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any bidder from any obligations with respect to its bid or to the contract.

**3. Contract Period:**

- a. The contract period shall be from September 1, 2023 through August 31, 2024. The firm differential shall remain firm for the contract period.
- b. The contracts may be renewed for five (5) additional one-year periods upon the sole discretion of the Localities. The firm differential shall remain firm during the five (5) year renewal periods.
- c. The successful bidder must submit any proposed price increases and a report on the annual volume of business resulting from this contract with a copy of total volume to the Office of the County Administrator, at least ninety days prior to the contract renewal date.
- d. The contract shall not exceed a maximum of seven (7) years.

5. Annual Appropriations:

It is understood and agreed that the corresponding contracts shall be subject to annual appropriations by the Locality's Board of Supervisors (the "Board"). Should the Board fail to appropriate funds for their contract, that contract shall be terminated when existing funding is exhausted. There shall be no penalty should the Locality's Board fail to make annual appropriations for their contract.

6. Use of Brand Names/Product Information:

- a. Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make or manufacturer; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Code of Virginia, Section 11-49).
- b. If bidding other than specified, the bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Office of the County Administrator to determine if the product offered meets the requirements of the solicitation. Material Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.
- c. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition.

7. Addenda:

- a. If any party, contemplating the submission of a bid to this Invitation, is in doubt as to the true meaning of any part of the general terms and condition, specifications, or bid form, Bidder should submit a written request for an interpretation to County of Westmoreland, ATTN: Norm Risavi, P. O. Box 1000, Montross, VA 22520, at least eight (8) calendar days prior to the date set for the receipt of bids. The Locality shall not be responsible for explanations or interpretations of the Invitation For Bid except as described.
- b. Any changes to the bid's general terms, conditions, specifications or drawings shall be in the form of a written addendum from the County of Westmoreland and it shall be signed by the County Administrator or a duly authorized representative.

- c. If an addendum is required, it shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation to Bid may be issued anytime prior to the date set for the receipt of bids.
- d. Each bidder shall be responsible for determining that all addenda issued by the County of Westmoreland for the Invitation for Bid have been received before submitting a bid for the work. Any addenda issued will be posted on the home page of the County of Westmoreland website: <http://www.westmoreland-county.org>.
- e. Each bidder shall acknowledge the receipt of each addendum on the Bid Form.

8. Taxes:

- a. The Locality is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the bidder and become a part of real property.
- b. If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the successful bidder and not of the Locality, and the Locality shall be held harmless for same by the successful bidder.
- c. The Locality will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
- d. When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the Locality, the bidder will be allowed to delete the tax from its bid.

9. Trade Secrets/Proprietary Information:

- a. Trade secrets or proprietary information submitted by a bidder or contractor in connection with a procurement transaction or a prequalification application submitted pursuant to subsection B of Section 11-46, Code of Virginia, shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder or contractor must invoke the protection of Section 11-52D, Code of Virginia, prior to or upon submission of the data or other materials and must identify the data or other material to be protected and state the reasons why protection is necessary.
- b. The County of Westmoreland will not accept responses to the Invitation to Bid in cases where the bidder declares the entire response to the Invitation to Bid to be proprietary information. The bidder must designate, in the smallest increments possible, that part of the bid, which is deemed to be proprietary.

10. **Submission of Bids:**

- a. All bidders shall use the enclosed Bid Form in submitting their bid prices. The County of Westmoreland will not accept oral bids or bids received by telephone, telecopier (FAX machine) or telegraph for this bid.
- b. All prices must be F. O. B., freight included, delivered to the point as indicated in this bid. The Locality will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
- c. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- d. All erasures, insertions, additions, and other changes made by the bidder to the Bid Form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the County of Westmoreland as being incomplete or nonresponsive.
- e. The Bid Form must be signed in order to be considered. If the bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bidder must indicate the corporate title of the individual signing the bid.
- f. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
- g. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the goods or services sought, hour and due date of the bid.
- h. The time for the receipt of bids shall be determined by the time clock stamp in the Office of the County Administrator. Bidders are responsible for ensuring that their bids are stamped by County Administration Office personnel by the deadline indicated.
- i. All bids received in the Office of the County Administrator by the deadline indicated will be kept in a locked cabinet until the time and date set for the opening of bids.
- j. All late bids shall be returned unopened to the sender.

11. **Bid Security:**

The Locality does not require the bidder to furnish a bid security with this bid.

12. **Modification of Bids:**

- a. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The bidder shall notify the County of Westmoreland in writing of its intentions.
- b. Modified and withdrawn bids may be resubmitted to the Office of the County Administrator up to the time and date set for the receipt of bids.
- c. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the withdrawal of bid due to error section.

13. **Opening of Bids:**

- a. All bids received on time in the Office of the County Administrator shall be opened and publicly read aloud.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Locality decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Code of Virginia, Section 11-52C).
- c. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Code of Virginia, Section 11-52C2).

14. **Withdrawal of Bid Due to Error (Other than Construction):**

- a. A bidder may withdraw its bid from consideration if the price was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
- b. The bidder shall give written notice of their claim to withdraw their bid to the Westmoreland County Administration Office within two business days after the conclusion of the bid opening procedure. Such mistake shall be proved only from the original work papers, documents and materials delivered to the Westmoreland County Administration Office with the bidder's written request to withdraw its bid.



- c. The Westmoreland County Administration Office will inspect the written evidence submitted by the bidder with the request and if the County Administration office can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the bidder will be allowed to withdraw the bid.
- d. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
- f. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible bidder shall be deemed to be the low bidder.
- g. If the Westmoreland County Administration Office denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

15. Award of Contract:

- a. The Locality reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
- b. In case of a tie bid, preference shall be given to goods, services, and construction produced in the Locality or the State of Virginia or provided by persons, firms or corporations having principal places of business in the Locality or the State of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A business located in the Locality shall be given preference over a State of Virginia business, if such a choice is available.
- c. The Locality shall have the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.
- d. The award will be made the Locality to the lowest responsive and responsible bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the County of Westmoreland, and in accordance with all Codes of the County of Westmoreland, and the Code of Virginia.

- e. The Locality shall post awards in the same manner and in the same location that sealed bids are posted.

Notice of award or intent to award shall also appear on the Westmoreland County Government web site: <http://www.westmoreland-county.org>

- f. The bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Locality the contract forms and any other forms required by the bid.
- g. This contract is made, entered into, and shall be performed in the Locality and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of any contract resulting from this Invitation to Bid, its interpretations or its performance shall be litigated only in either the General District Court or in the Circuit Court of the Locality.

16. Negotiation with the Lowest Bidder.

- a. If all bids received exceed the available funds for the proposed purchase, the Locality, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.
- b. After bid negotiations, the lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
- c. If the proposed addendum is acceptable to the Locality, the Locality may award a contract within funds available to the lowest responsible bidder based upon the bid as amended by the addendum.
- d. If the Locality and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

17. Bonds:

The Locality does not require the successful bidder to furnish a Performance Bond and a Payment Bond for this contract.

18. Insurance:

The successful bidder shall maintain insurance to protect itself and the Locality from claims for damages for personal injury, including death, and for damages to property which may arise from operations under this contract. Such insurance shall conform to the enclosed Insurance Specifications (see Attachment B). When submitting a bid, the Bidder certifies that they have adequate insurance coverage as outlined in this bid request and that the coverage will be maintained if awarded a contract for the full contract period. The Successful Bidder will be required to furnish prior to award a Certificate of Insurance naming the Locality as an additional insured.

19. **Contractor's Performance:**

- a. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
- b. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The successful bidder shall indemnify, keep, save, and hold the Locality, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the bidder or the Locality, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
- c. In the event that suit is brought against the Locality, its officers and/or its employees, either independently or jointly with the bidder, the bidder shall defend the Locality, its officers and employees, in any such suit at no cost to them. In the event that final judgment is obtained against the Locality, its officers, and/or its employees, either independently or jointly with the bidder, then the bidder shall pay such judgment, including costs and attorneys fees, if any, and hold the Locality, its officers and employees, harmless therefrom.
- d. The successful bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- e. The successful bidder shall not, in its product literature or advertising, refer to this cooperative purchase or the use of the bidder's goods or services by the Locality.
- f. The successful bidder shall cooperate with the Locality's officials in performing the specified work so that interference with the Locality's activities will be held to a minimum.

20. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful bidder agrees as follows (Code of Virginia, Section 11-51):
  - (1) The successful bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
  - (2) The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, will state that such contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**21. Drug-Free Workplace to be Maintained by the Contractor**

a. During the performance of this contract, the successful bidder agrees as follows (Code of Virginia, Section 11-51.1):

1. The successful bidder will provide a drug-free workplace for all of their employees. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.

2. The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, will state that such contractor maintains a drug-free workplace.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**22. Compensation:**

a. It is the Locality's policy not to pay for any goods or services until the same have been actually received.

b. Individual contractors shall provide to the Locality's County Administration Office their social security numbers and proprietorships, partnerships and corporations shall provide their federal employer identification numbers (Code of Virginia, Section 11-62.11.2). This information shall be provided in the space indicated on the Bid Form.

- c. The successful bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The successful bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
- d. Cash discounts shall be deducted in accordance with the terms of the bid.
- e. Payment shall be rendered to the successful bidder for satisfactory compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five days after the invoice is rendered, whichever is later (Code of Virginia, Section 11-62.10).
- f. Unless otherwise provided under the terms of the contract provisions of goods and services, if the Locality fails to pay by the payment date, the Locality agrees to pay the financial charge assessed by the successful bidder, which does not exceed one percent per month (Code of Virginia, Section 11-62.11.4).

23.

Successful Bidder's Obligation to Pay Subcontractors:

- a. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the successful bidder by the Locality for work performed by the successful bidder's subcontractor(s) under the contract (Code of Virginia, Section 11-62.11):
  - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the Locality attributable to the work performed by the subcontractor(s) under the contract; or
  - (2) Notify the Locality and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the successful bidder that remain unpaid after seven (7) days following receipt by the successful bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph a(2) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

- c. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Locality. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

24. Locality's Right to Terminate the Contract:

- a. If the successful bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the successful bidder's insolvency, or if the successful bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the bidder otherwise defaults, then the Locality may without prejudice to any other right or remedy, and after giving the successful bidder seven (7) calendar days written notice, terminate the employment of the successful bidder and procure such goods or services from other sources. In such event, the successful bidder shall be liable to the Locality for any additional cost occasioned by such failure or other default.
- b. In such cases, the successful bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the successful bidder shall pay the difference to the Locality.
- c. Notwithstanding anything to the contrary contained in the contract between the Locality and the successful bidder, the Locality may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days written notice to the successful bidder.

25. Record Retention/County Audits:

- a. The successful bidder shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful bidder's bid and any contract awarded pursuant to this Invitation to Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including successful bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll

documents; timesheets; memoranda; and correspondence. Such records shall be available to the Localities on demand and without advance notice during the successful bidder's normal working hours.

- b. Locality personnel may perform in-progress and post-audits of the successful bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files would be available on demand and without notice during normal working hours.

26. Product Evaluation/Testing:

The Westmoreland County Administration Office shall have the option to evaluate and/or test any item offered in this Invitation to Bid prior to award of the contract. If the Westmoreland County Administration Office selects to evaluate and/or test an item offered, the bidder shall provide all samples within seven (7) calendar days of the request by the Westmoreland County Administration Office. Samples shall be sent to:

County of Westmoreland  
Attention: Norm Risavi  
P. O. Box 1000  
111 Polk Street  
Montross, VA 22520

Upon the completion of the evaluation and/or testing by the Westmoreland County Administration Office, the bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Westmoreland County Administration Office that samples are available for return, the Westmoreland County Administration Office reserves the right to dispose of said samples.

III. SPECIFICATIONS

1. Scope:

- a. This is an Invitation For Bid issued by the County of Westmoreland for the purchase of estimated annual requirements for fuel.
- b. The subsequent contract(s) shall be construed to be in accordance with and governed by the laws of the Commonwealth of Virginia and the County of Westmoreland. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of Westmoreland County.

2. Product Specification

a. Material and Workmanship

Fuel under this contract shall conform to ASTM 396 as adjusted to industry standards in effect in this area for the grades of oil supplied. Fuel shall be free of grit, acid, water, and fibrous or other foreign materials or natural substances likely to clog or injure burners or valves.

b. **Inspection**

The Locality reserves the right to periodically sample and analyze the delivered material. The supplier will allow samples to be taken prior to discharging of product into the Locality's tanks. Samples will be taken without prior notice. Inspection will be at the expense of the Locality. It will be used to determine compliance of the product with the quality described in the specifications. Analysis will be made by a testing laboratory selected by the Locality.

3. **Special Provision**

The Locality may consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service.

4. **Quantities**

All quantities listed herein are ESTIMATES ONLY. Actual purchases may be more or less than shown. In the event of a nationwide or local shortage, the successful bidder shall agree to furnish the Locality herein the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations, which may be established by the United States government. See Attachment C for locations, and quantities.

5. **Delivery:**

- a. It shall be the responsibility of the successful bidder to maintain sufficient fuels needed for normal operations at all the Locality locations, unless otherwise mandated by the Federal or State Government, during the contract period, and the extensions.
- b. All deliveries are FOB Destination – Freight included.
- c. Deliveries will be made in "Gross Gallons." If net gallons are delivered or invoiced, the successful bidder will be considered in default of the contract.
- d. On transport deliveries to above-ground storage tanks that can not be gravity fed, the successful bidder may include a pump charge.
- e. In the event the successful bidder fails to deliver material meeting or exceeding specifications, the receiving Locality location may direct the successful bidder to remove such material and replace it at no additional cost to the requesting location. If the successful bidder is unable to deliver material meeting or exceeding these specifications within the time period specified for delivery, the requesting location may purchase the material elsewhere and the increased cost, if any, will be paid by the successful bidder.



- f. When entering any delivery site to make deliveries or perform work, the successful bidder will be liable for any damages to owner's property at the delivery site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.
- g. The successful bidder will be responsible for prompt and thorough clean up of all spillage, per EPA specifications.
- h. Authorized Locality personnel shall sign the delivery ticket after delivery has been completed. If the driver is unable to secure a signature after an attempt has been made, the driver shall write on the ticket, "No one available to sign delivery ticket". In addition, no C.O.D. deliveries shall be accepted.

6. Delivery Locations:

- a. Each bidder is encouraged to visit the locations listed on Attachment C for ease of access, filler size, and any other pertinent data they feel necessary. The contact person for the Locality is listed below:

**Westmoreland County**  
Norm Risavi  
P. O. Box 1000  
Montross, VA 22520  
(804) 493-0130

- b. The Locality reserves the right to add or delete locations as needed during the contract period.

7. Pricing:

- a. Pricing will be based on the bidder's differential quoted in the bid for the entire contract period. Prices quoted for fuel will increase or decrease in a like amount with the increases or decreases in the average rack prices listed in the weekly publication, the "Oil Price Information Service." The bidder is to use for posting prices a terminal pipeline operator doing business in the Virginia or refinery postings for Richmond, Virginia.
- b. These averages, or reference prices, are listed under the heading "Average" at the bottom of the posted rack prices. For the purpose of this contract, the average prices listed in "Oil Price Information Service" on Thursday of each week are the base reference prices. This pricing procedure is to remain in effect from the date of this bid for the duration of the contract.
- c. The "Oil Price Information Service" is published weekly by the United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030. The successful bidder's differential will remain firm for the contract period. Selling prices will be rounded to four decimal places.

- d. In the event the "Oil Price Information Service" ceases publication or a viable listing of reference prices relating to Richmond, Virginia is no longer available through this publication, the parties to this contract will mutually establish a replacement price index.
- e. On a weekly basis, the successful bidder shall notify the County of Westmoreland of the delivered price. Attached to each change notice will be a photocopy of the OPIS price sheet for the current week.
- f. Bidder's shall indicate on the bid form the supplier's name(s) that is used as the basis in establishing the above quoted prices for August 31, 2023. This name(s) shall remain the same for the duration of the contract. This information is requested in the event Federal guidelines are invoked due to a shortage. The supplier's name(s) you choose is not related in any way to the weekly pricing mechanism established for price changes (increases/decreases); it is used to determine the base bid price. Thereafter, any changes are based on the OPIS average from the current week to the prior week.
- g. In the event that the successful bidder changes its supplier in which its price is based, the following conditions must be met before any invoices are approved for payment:
  - 1. Identify new supplier
  - 2. Price basis must be no greater than the price then in effect of the producing company, which the bidder was quoting on August 31, 2023.

8. Invoicing:

- a. The successful bidder shall submit invoices in triplicate (one original and two copies) to the bill to address identified in the purchase orders used to issue orders against this contract. Invoices must include, but not be limited to:

Name and address of successful bidder  
 Description of fuel  
 Location of delivery  
 Quantity delivered in "Gross" gallons  
 Unit price  
 Extended price  
 Virginia Tank Fee

9. **Taxes and Fees:**

- a. The Locality shall be exempt from federal and state motor fuel and excise taxes.
- b. The Locality is subject to Virginia Underground Storage Tank fees as mandated by law. Bidders shall provide an Underground Storage Tank (UST) fee. The Locality shall pay the UST fee as a separate fee. The successful bidder shall provide the Locality documentation substantiating any UST fee increases or decrease and adjustments shall be made accordingly. Please indicate the UST fee on the bid form.

10. **Reporting:**

The successful bidder shall submit by August 31st of each contract period, a usage report to the Locality for the period June 1 through June 30. The usage report shall indicate total gallons per each location. Report shall also distinguish between number of gallons pumped into below ground storage tanks, and the number of gallons pumped into above ground storage tanks.

11. **Environmental Management:**

The successful bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services, as applicable.

**BID FORM**

County of Westmoreland  
Office of the County Administrator  
111 Polk Street  
P. O. Box 1000  
Montross, VA 22520

I/We hereby propose to establish an annual contract to provide fuel to the County of Westmoreland as needed and requested, in accordance with the general terms, conditions and specifications of the RFP. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**Nothing herein shall bind the County of Westmoreland to purchase any specified quantity.**

**Enclose your completed one (1) original plus six (6) copies of the bid form and ATTACHMENT A, Bidder's Data Sheet.**

**Bidder shall complete all information requested. Failure to do so may cause your bid to be declared non-responsive**

**PRICE BASIS: Quote Bid prices based on date of August 31, 2023.**

**The Bidder is to use for posting prices a terminal pipeline operator doing business in Virginia or refinery postings in Richmond, Virginia. Prices will escalate or decrease off of changes on average weekly product prices per Oil Price Information Services (OPIS) for Richmond, Virginia.**

**The Bidder shall state the supplier's name(s) that is used as the basis in establishing the quoted prices. This name(s) shall remain the same for the duration of the contract. If more than one supplier is used, indicate the supplier you are using to establish posted price as of August 31, 2023.**

**Name or Names**

VALERO

**Differential shall be four (4) decimal places.**

**PRICE BASIS: Posted Price Per Gallon based on date of August 31, 2023**

**USE THE FOLLOWING FORMULA TO COMPLETE THE FOLLOWING:**

**POSTED PRICE PER GALLON + FIRM DIFFERENTIAL = NET DELIVERED PRICE PER GALLON.**

**LOT 2 – HEATING OIL**

**Price per gallon of heating oil furnished and delivered to locations listed on ATTACHMENT C.**

Posted Price Per Gallon	Firm Differential Per Gallon (4 decimal)	Net Delivered Price Per Gallon	Estimated Yearly Usage in Gallons	Total
\$ 3.0907	.3950	3.4857	16,327	\$ 56,911.02

Virginia Underground Storage Fee (UST FEE) \$ .006

Pumping fee for transport delivery to above ground tank that cannot be gravity fed.  
\$ N/A. This fee is only in circumstances as described above.

**ADDITIONAL INFORMATION REQUIRED – Bidders shall complete the following information. Failure to do so may result in your bid being declared non-responsive.**

1. When placing orders, how many hours advance notice of delivery do you require:

Normal Orders: 24 hours

Emergency Orders: 1 hours

2. In the event, due to unforeseen circumstances, an order(s) are canceled, what is your provision for cancellation?

Advance Notice of Cancellation 24 hours preferred

3. Please indicate your hours of delivery

Normal Delivery Hours 8-4

Emergency Delivery Hours 24/7

4. Please list holiday(s) that your company is closed when deliveries will NOT be made.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Whom may we contact at your company for 24-hour emergency service?

Name: NWP ENERGY

Title: EMERGENCY DISPATCHER

Telephone: 804-435-1126

E-mail: info@nwpenergy.com

My/Our total government business is less than 50% of total sales. Yes  No

My/Our payment terms are: NET 30. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible bidder if the bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Under Section 11-62.11, Code of Virginia, an individual contractor is required to furnish their social security number and a proprietorship, partnership and corporation is required to furnish their employer identification numbers to the County of Westmoreland. Please indicate this information on this Bid Form as follows:

Social Security Number: \_\_\_\_\_

Federal Employer Identification Number: 54-0700210

To aid in the evaluation of bids, bidders must submit the original Bid Form and Attachment A - Bidder's Data Sheet, plus 6 copies. Have you complied with this requirement?  Yes.  No. If you fail to do so, your bid may be considered nonresponsive and rejected.

I/We acknowledge the receipt of:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

By bidding in response to this invitation, the bidder represents that in the preparation and submission of this bid, said bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Respectfully submitted,

  
Signature

NORMAN FAULKNER  
Printed Name

PRESIDENT  
Title

NWP ENERGY  
Firm

P.O. Box 426  
Address  
KILMARNOCK, VA 22482

nfaulkner@nwpenergy.com  
E-mail

804-435-1126  
Telephone No. /Fax No.

9/1/23  
Date



**ATTACHMENT A  
BIDDER'S DATA SHEET**

Each Bidder shall complete this Bidder's Data Sheet for evaluation by the Locality and submit it with the Bid Form by the time and date specified in the bid.

1. Qualification of Bidder:

The Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. List the number of employees and equipment you will use to service the area or areas bid:

24 EMPLOYEES  
5 PROPANE BOTTLES  
4 FUEL OIL BOTTLES

2. Years in Business:

Indicate the length of time you have been in business providing this type of service.

39 YEARS

3. Reference:

Indicate below a listing of at least four (4) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the client; and the name and telephone number of the contact person.

<u>Date</u>	<u>Client</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. 2011-2023	WESTMORELAND	BD & SUPERVISORS		
2. 2008-2023	WESTMORELAND	SCHOOL BOARD		804-493-0356
3. 2009-2023	KANTHUMBURD	CO. SCHOOL BOARD		804-529-6124
4. 2012-2023	RICHARDD	CO. SCHOOL BOARD		804-333-3681

4. Please provide vendor representative and an alternate, who are authorized to discuss product compliance, ordering details and resolve problems:

REPRESENTATIVE:

NAME: DEBBIE MESSICK

TITLE: DISPATCHER

ADDRESS: PO Box 426

KILMARNOCK VA 22482

PHONE: 804-435-1126

E-Mail: dmessick@nupenergy.com

ALTERNATE:

NAME: RYAN FAULKNER

TITLE: LOO

ADDRESS: PO Box 426

KILMARNOCK, VA 22482

PHONE: 804-435-1126

E-Mail: rfaulkner@nupenergy.com

**ATTACHMENT B  
INSURANCE SPECIFICATIONS**

The Successful Bidder shall carry insurance of the type and amounts specified below, and shall deliver Certificate of Insurance from carriers with an A.M. Best rating of A, VII or better. The Certificate shall show Westmoreland County named as an additional insured for the Automobile and General Liability coverage. In addition, the insurer shall agree to give the Certificate Holder thirty (30) days notice of its decision to cancel coverage.

<b>Workers' Compensation:</b>	<b>Statutory Limits</b>
<b>Employers Liability:</b>	
Each accident	\$1,000,000
Each Disease	\$1,000,000
<b>Automobile Liability</b>	<b>\$1,000,000 Combined Single Limit</b>
<b>Commercial General Liability</b>	<b>\$1,000,000 Combined Single Limit</b>
<b>Excess Liability</b>	<b>\$2,000,000 Combined Single Limit</b>

The Successful Bidder agrees to indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.

**Form MCS-90 must be attached to the Auto Policy.**

**Firms located outside of Virginia must have a "sudden and accidental pollution coverage" endorsement added to their auto policy.**

**An endorsement for "Wrongful Delivery of Liquid Products."**

**ATTACHMENT C**

**Westmoreland County Government**

The delivery points for Heating Oil are as follows:

<b>Location</b>	<b>Address</b>	<b>Tank Size (gallons)</b>	<b>Estimated Quantity (gallons)</b>
A.T. Johnson Human Services Building Generator	18849 Kings Hwy. Montross	330	980
A. T. Johnson Human Services Building Generator	18849 Kings Hwy. Montross	1,000	2,000
Coles Point WWTP Generator	2585 Coles Point Rd. Hague	250	2,500
Coles Point WWTP Fuel Tank	2585 Coles Point Rd. Hague	250	2,500
George D. English, Sr. Memorial Building Generator	111 Polk Street Montross	200	600
Judicial Center Generator	175 Polk Street Montross	450	900
Montross WWTP Generator	160 Lyells Street Montross	75	225
Montross WWTP Generator	160 Lyells Street Montross	75	225
Montross WWTP Generator	160 Lyells Street Montross	300	300
Sheffield Pump Station Generator	11 Sheffield Lane Colonial Beach	60	500
Voter Registration Office	105 Court Square Montross	550	1,487
Washington District I Vacuum Station Generator (Westmoreland Shores)	3054 Monroe Bay Cr. Colonial Beach	380	500
Washington District II Vacuum Station Generator (Placid Bay)	755 Mattox Avenue Colonial Beach	2,000	3,000
Montross Middle School Generator	8884 Menokin Rd. Montross	300	300
Washington & Lee High School Generator	18380 Kings Hwy. Montross	300	300
	<b>TOTAL</b>		<b>18,327</b>

- C. Interview Results from Proposals to Update Job Descriptions, Compensation pay and Classification plans. Mr. Risavi stated there was a panel committee put together to interview several companies that had put together submissions for this project. The committee included representatives from the Sheriff's office, EMS, Will Hoover, constitutional officer, Ms. Tate, Debra Whaley and Karen Lewis. After the interviews, the group discussed each company and although any one of them could have performed the job, it was unanimous that this panel is recommending to the Board to award the contract to Management Advisory Group International in Fairfax, VA.

With no further discussion, upon motion by Russ Culver, second by Woody Hynson and carried unanimously with Russ Culver, Dorothy Dickerson Tate, Woody Hynson and Chairman Fisher voting "aye". The Board approves the County Attorney and County Administrator to enter into negotiations of proposed contract with Management Advisory Group International, once contract is finalized; Board approves project to begin with anticipated completion December 2023 to February 2024, as recommended by the County Administrator and committee.

**\*\* NEXT PAGE – SUBMISSION\*\***

DARRYL E. FISHER, CHAIRMAN  
ELECTION DISTRICT NO. 1  
HAGUE, VIRGINIA 22469

W. W. HYNSON, VICE CHAIRMAN  
ELECTION DISTRICT NO. 4  
COLONIAL BEACH, VIRGINIA 22443

RUSS CULVER  
ELECTION DISTRICT NO. 2  
MONTROSS, VIRGINIA 22520

DOROTHY DICKERSON TATE  
ELECTION DISTRICT NO. 3  
MONTROSS, VIRGINIA 22520

TIMOTHY J. TRIVETT  
ELECTION DISTRICT NO. 5  
COLONIAL BEACH, VIRGINIA 22443



NORM RISAVI  
County Administrator  
P. O. BOX 1000  
MONTROSS, VIRGINIA 22520-1000  
PHONE: 804/493-0130  
FAX: 804/493-0134  
E-mail: nrisavi@westmoreland-county.org  
Web Page: www.westmoreland-county.org

WESTMORELAND COUNTY, VIRGINIA

*Board of Supervisors*

MONTROSS, VIRGINIA 22520-1000

MEMORANDUM

TO: Board of Supervisors

FROM: Norm Risavi, County Administrator *NR*

DATE: September 11, 2023

SUBJECT: Response to RFP For Updating Job Descriptions, Salary Classification Plan  
And Compensation Study Interviews

On August 23, 2023 our designated panel consisting of the following individuals: Norm Risavi, Karen Lewis, Debra Whaley, Dorothy Dickerson Tate, Josh Jones, Tiffany Bounds and Will Hoover interviewed five (5) respondents to the RFP. The firms were Paypoint HR, Davidsonville, MD; Management Advisory Group International, Inc., Fairfax, VA; Evergreen Solutions, LLC, Tallahassee, FL; JER HR Group, New York, NY; and McGrath Human Resources Group, Jamestown, TN.

Upon completion of the interviews, the panel unanimously agreed that Management Advisory Group International, Inc, in Fairfax, Virginia was best suited to deliver the product requested in our RFP. Although many of the proposers were very good, it was determined that the Management Advisory Group International, Inc. was best suited for our particular requirements and needs.

We therefore request the Board's authorization for the County Attorney and County Administrator to enter into a contract with Management Advisory Group International, Inc. to perform the requested services.

NR:dlc

Attachment



Proposal to  
Update Job Descriptions, Compensation Pay  
and Classification Plans



Westmoreland County, Virginia  
August 2, 2023



Management Advisory Group International, Inc.  
12730 Fair Lakes Circle, Suite 600  
Fairfax, VA 22033  
(703) 590-7250  
info@maginc.org



Management Advisory Group International, Inc  
12730 Fair Lakes Circle, Suite 600  
Fairfax, VA 22033

August 2, 2023

Donna Cogswell  
Executive Assistant  
Westmoreland County  
111 Polk Street  
Montross, VA 22520

Dear Ms. Cogswell:

Management Advisory Group International, Inc. (MAG) is pleased to present this *Proposal to Update Job Descriptions, Compensation Pay and Classification Plans*. We certainly appreciate your consideration.

We are most interested in your project, and will work closely with you, HR staff, Department Heads, and County employees to achieve your key objectives. We will address all your interests through a very interactive and cooperative approach and methodology. We expect all our clients to be extremely pleased with the outcomes and work products. We will work with everyone involved in the study to create excellence for every aspect of the project.

MAG is a national, full-service human resources consulting firm (WBE) with *extensive* experience in classification and compensation projects, position descriptions, and human resources software. Principals of the firm have conducted *over 500 similar studies* in over 25 years of municipal consulting in 24 states, including Virginia. Our consultant services are supported by a full complement of personnel, office space, and technological equipment required to meet our clients' needs.

Our overall approach is inclusive, personalized, and supported by state-of-the-art tools that includes a proven job evaluation system. The approach is proven; the personnel are established professionals with many years of experience; MAG has completed hundreds of similar studies for cities, counties, and local government organizations.





Donna Cogswell  
Executive Assistant  
August 2, 2023  
Page Two

*In addition to the personalized approach to your project, our software is the most progressive in the business for the purpose of conducting compensation studies.* It fully addresses your interests in reference to reviewing and analyzing existing compensation plans to achieve internal equity, as well as external equity. We will create proper pay structures to reflect a competitive position in your market area.

The software we have developed over the years is unmatched in the marketplace. It is simply the best, and there is nothing else like it available. It is a tool that complements the highly personalized and personally managed project designed to meet your interests.

We produce personalized implementation plans so that the County, management, and staff are able to evaluate various strategies according to financial limitations. *One of our strengths is our ability to produce customized plans that ultimately result in implementation.* That is our goal from day one of the engagement.

We appreciate the opportunity to be of service to you and look forward to working as partners with the County on this important project.

Best regards,

*Dr. Russell H. Campbell*

Russell Campbell, Ed.D.  
Senior Vice President  
Management Advisory Group International, Inc.  
12730 Fair Lakes Circle, Suite 600  
Fairfax, Virginia 22033  
Phone: (703) 590-7250  
Email: [russell@maginc.org](mailto:russell@maginc.org)



**Management Advisory Group International, Inc. Client List**

Abbeville County, SC  
Ak-Chin Indian Community, AZ  
Albemarle Charlottesville Regional Jail  
Association of County Commissioners, NC  
Athens-Clarke County, GA  
Auburn University, AL  
Baltimore County Community College, MD  
Baltimore County Public Schools, MD  
Bedford County Schools, VA  
Black Hawk College, IL  
Blount County, TN  
Boone County, KY  
Bowie, MD  
Brevard County Sheriff's Office, FL  
Broward County Sheriff's Office, FL  
Charles County Schools, MD  
Charleston County Parks and Recreation Authority, SC  
Charleston Housing Authority, SC  
Charlotte County Sheriff, FL  
Chatham Area Transit, GA  
Chester Metropolitan Water and Sewer District, SC  
Child Care Group, TX  
Citrus County Sheriff's Department, FL  
Citrus Hills Investment Corporation, FL  
City of Acton, MA  
City of Alexandria, LA  
City of Altamonte Springs, FL  
City of Americus, GA  
City of Artesia, NM  
City of Asheville, NC  
City of Atlanta, GA  
City of Avondale, AZ  
City of Bal Harbour, FL  
City of Balcones Heights, TX  
City of Baton Rouge, LA  
City of Bay Harbor Islands, FL  
City of Baytown, TX  
City of Belle Glade, FL  
City of Belleview, FL  
City of Bloomington, IN  
City of Bowling Green, KY  
  
City of Boynton Beach, FL  
City of Brooksville, FL  
City of Brownsville, TX  
City of Bullhead City, AZ  
  
City of Cape Coral, FL  
City of Cape Coral, FL  
City of Carlsbad, NM  
City of Casselberry, FL  
City of Cayce, SC  
City of Chandler, AZ  
City of Chesapeake, VA  
City of Cleveland, TN  
City of Cocoa Beach, FL  
City of College Park, MD  
City of Colleyville, TX  
City of Colonie, NY  
City of Columbia, MO  
City of Columbia, SC  
City of Cooper City, FL  
City of Dania, FL  
City of Davie, FL  
City of Daytona Beach, FL  
City of Deerfield Beach, FL  
City of Delray Beach, FL  
City of Destin, FL  
City of Douglas, AZ  
City of Dover, DE  
City of Dunedin, FL  
City of Dunedin, FL  
City of Edgewater, FL  
City of El Mirage, AZ  
City of El Paso, TX  
City of Eustis, FL  
City of Fairborn, OH  
City of Fayetteville, GA  
City of Florence, SC  
City of Fountain, CO  
City of Franklin, TN  
City of Franklin, VA  
City of Ft. Lauderdale, FL  
City of Ft. Walton Beach, FL  
City of Gainesville, FL  
City of Gladstone, MO  
City of Goose Creek, SC  
City of Grand Prairie, TX  
City of Greenacres, FL  
City of Greenville, SC  
City of Gulfport, FL  
City of Hammond, LA  
City of Highland Beach, FL  
City of Holly Hill, FL  
City of Hollywood, FL





City of Prescott Valley, AZ  
City of Pueblo West, CO  
City of Richmond, VA  
City of Rio Rancho, NM  
City of Riviera Beach, FL  
City of Rockford, IL  
City of Rockville, MD  
City of Ruidoso, NM  
City of Safety Harbor, FL  
City of Saint Louis, MO  
City of San Francisco, CA  
City of San Luis, AZ  
City of Sanford, FL  
City of Sanibel, FL  
City of Sarasota, FL  
City of Savannah, GA  
City of Sevierville, TN  
City of South Daytona, FL  
City of Southfield, MI  
City of St. George, UT  
City of St. Cloud, FL  
City of St. Louis, MO  
City of Stanton, VA  
City of Stuart, FL  
City of Sumter, SC  
City of Surprise, AZ  
City of Takoma Park, MD  
City of Tallahassee, FL  
City of Tamarac, FL  
City of Tampa, FL  
City of Venice, FL  
City of Wellington, FL  
City of West Columbia, SC  
City of West Palm Beach, FL  
City of Wichita Falls, TX  
City of Williston, FL  
City of Wilton Manors, FL  
City of Winter Park, FL  
City of Wylie, TX  
Coastal Rapid Transit Authority, SC  
Colleton County Schools, SC  
Collier County Sheriff's Office, FL  
Columbia Housing Authority, SC  
Columbia Police Department, SC  
Corpus Christi Airport, TX  
County of Alachua, FL  
County of Bastrop, TX  
County of Brevard, FL  
County of Broward, FL  
County of Brunswick, VA  
County of Cameron, TX

City of Hollywood, FL  
City of Hutto, TX  
City of Indian River Shores, FL  
City of Jacksonville, FL  
City of Jacksonville Beach, FL  
City of Jacksonville Transportation Authority, FL  
City of Johnson City, TN  
City of Joplin, MO  
City of Juno Beach, FL  
City of Kalispell, MT  
City of Kearney, NE  
City of Kenosha, WI  
City of Knoxville, TN  
City of La Porte, TX  
City of Lake Park, FL  
City of Lake Worth, FL  
City of Lakeland, FL  
City of Lexington, KY  
City of Logan, UT  
City of McAllen, TX  
City of Manning, SC  
City of Mesa, AZ  
City of Minot, ND  
City of Miramar, FL  
City of Mount Dora, FL  
City of Mount Pleasant, SC  
City of Myrtle Beach, SC  
City of Naples, FL  
City of New Orleans, LA  
City of New Smyrna Beach, FL  
City of North Miami, FL  
City of North Miami Beach, FL  
City of North Port, FL  
City of Oak Ridge, TN  
City of Ocala, FL  
City of Ormond Beach, FL  
City of Page, AZ  
City of Palm Bay, FL  
City of Pantego, TX  
City of Pasadena, TX  
City of Pascagoula, MS  
City of Pearland, TX  
City of Pembroke Pines, FL  
City of Pointe Coupee, LA  
City of Port Orange, FL  
City of Portland, TN  
City of Portsmouth, VA  
City of Prescott, AZ

County of Cecil, MD  
 County of Charleston, SC  
 County of Charlotte, FL  
 County of Chatham, NC  
 County of Cherokee, NC  
 County of Chester, PA  
 County of Citrus, FL  
 County of Clarendon, SC  
 County of Clayton, GA  
 County of Colleton, SC  
 County of Davidson, NC  
 County of Dougherty, GA  
 County of Durham, NC  
 County of Eddy, NM  
 County of Fairfield, SC  
 County of Florence, SC  
 County of Hampton, SC  
 County of Haywood, NC  
 County of Hernando, FL  
 County of Horry, SC  
 County of Jefferson, TX  
 County of Lake, FL  
 County of Lancaster, SC  
 County of Lee, FL  
 County of Levy Property Appraiser, FL  
 County of Lexington, SC  
 County of Marion, FL  
 County of Martin, FL  
 County of Missoula, MT  
 County of Montgomery, VA  
 County of Northampton, VA  
 County of Orange, FL  
 County of Orangeburg, FL  
 County of Orangeburg, SC  
 County of Pinal, AZ  
 County of Polk, FL  
 County of Sarasota, FL  
 County of Spartanburg, SC  
 County of St. Johns Property Appraiser, FL  
 County of Tift, GA  
 County of Washington, PA  
 County of Oakland, MI  
 County of Sumter, SC  
 Dallas Independent School District, TX  
 DeKalb County School District, GA  
 Dorchester School District 2, SC  
 Dougherty County, GA  
 Durham County, NC  
 Elizabeth City, NC  
 Emergence Health Network, TX  
 Escambia County Utilities, FL  
 Fairfax County Public Schools, VA  
 Family Eldercare, TX  
 Florida Community College at Jacksonville, FL  
 Florida League of Cities, FL  
 Grand Traverse County, MI  
 Greenwood Housing Authority, SC  
 Greenville County Schools, SC  
 Harford County Sheriff, MD  
 Hays County, TX  
 Horry County Solid Waste Authority, SC  
 Houston Galveston Area Council, TX  
 Houston Independent School District, TX  
 Huntsville City Schools, AL  
 Iberia Parish, LA  
 Immokalee Water and Sewer Authority, FL  
 Integral Health Care, TX  
 Jasper County, SC  
 Johnson C. Smith University, NC  
 Kent County, DE  
 Key West Aqueduct Authority, FL  
 Lake County Sheriff's Office, FL  
 Lake Worth Utilities, FL  
 Laurens CPW, SC  
 Los Angeles Housing Authority, CA  
 Louisiana Community College System, LA  
 Macon-Bibb County, GA  
 Manatee County Sheriff's Office, FL  
 Marion County Sheriff's Office, FL  
 Marion County Tax Collector, FL  
 Massachusetts Community Colleges, MA  
 Metropolitan Washington Council of Governments, Washington DC  
 MHMR of Tarrant County, TX  
 Miami Area School District, AZ  
 Nash County, NC  
 Navajo Community College, AZ  
 Nelson County, VA  
 New Smyrna Beach Utilities Commission  
 Newberry County, SC  
 Nez Perce Indian County, ID  
 Nineteenth District Court, LA  
 Norfolk Public Schools, VA  
 Oakland County, MI  
 Okaloosa County, FL  
 Oklahoma Zoological Trust, OK  
 Orange City, FL  
 Orange County Public Schools, FL  
 Osceola County, FL  
 Ouachita Parish, LA  
 Palm Beach County Clerk of Court, FL



Palm Beach County Clerk of the Circuit Court, FL  
Palm Beach County Schools, FL  
Palm Beach County Sheriff's Department, FL  
Palm Harbor Fire Rescue District, FL  
Pasco County Sheriff's Office, FL  
Peace River Water Authority, FL  
Peachtree City, GA  
Pee Dee Regional Solid Waste Authority, SC  
Phoenix Elementary School District, AZ  
Queen Anne's County Schools, MD  
Richardson Independent School District, TX  
Richland County School District One, SC  
Richland County School District Two, SC  
Roanoke City Public Schools, VA  
Saint Lucie West, FL  
Salt River Indian Community, AZ  
San Carlos Apache County, AZ  
Santa Fe Community College, NM  
School District of Philadelphia, PA  
Southern Ute Indian County, CO  
St. Charles Parish, LA  
St. Mary's Metropolitan Commission, MD  
St. Tammany Parish Schools, LA  
State Department of Children & Families, FL  
State Department of Citrus, FL  
State Department of Health, FL  
State Department of Juvenile Justice, NC  
State Department of Juvenile Justice, FL  
State Department of Transportation, TX  
State Dept. of Environmental Quality, OR  
State Dept. of Public Safety, AZ  
State Div. of Human Resources, AZ  
State Executive Office of the Governor, FL  
State Human Resources Dept., IA  
State Merit System, NE  
Sussex County, DE  
Tampa Housing Authority, FL  
Tampa International Airport, FL  
Tempe Union High School District, AZ  
Toho Water Authority, FL  
Tohono O'odham Nation, AZ  
Town of Carrboro, NC  
Town of Chapel Hill, NC  
Town of Davie, FL  
Town of Gilbert, AZ  
Town of Hilton Head, SC  
Town of Hilton Head Island, SC  
Town of Jupiter, FL

Town of Ponce Inlet, FL  
Tupelo Schools, MS  
University of Maine, ME  
University of Northern Iowa, IA  
University of Texas, TX  
University of Wyoming, WY  
Union County, SC  
Virginia Beach City Schools, VA  
Walker County, TX  
Washington COG, D.C.  
Washoe County School District, NV  
Wayne County Airport Authority, MI  
Wicomico County Schools, MD  
York County, SC



**Westmoreland County, VA**

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**TAB 1**

**FIRM BACKGROUND**

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## **Firm Background**

### ***Time in Business and Business Specialties***

The Principals of MAG International, Inc. have a proven track record in providing in-depth management and human resource consulting services for over 25 years in more than 40 states. Our services for counties and municipalities include a focus on classification/compensation studies. Our work also includes performance management evaluation, compensation and pay equity and analysis, personnel policies, training, and procedures manuals.

Our clients range from various state and local government agencies to many Counties, Cities, as well as numerous Utilities, EMS, Police, and Fire organizations nationally and internationally. We have worked with many types of agencies over the years and have an excellent and wide-ranging understanding of governmental functions.

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### **MAG International, Inc. Selected Areas of Expertise**

> **Compensation and Classification**

Pay Equity and Comparable Worth

Evaluation systems

Salary Studies

Benefits

Management/Executive Compensation

> **Management Systems**

Facilities Reviews

Productivity and Staffing Analysis

Privatization Reviews

Organizational Restructuring

Efficiency Studies

> **Policies, Procedures and Training**

Personnel Ordinances and Policy Manuals

Recruiting and Hiring Guidelines

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*Management Advisory Group International, Inc. is a privately held corporation located in Fairfax, Virginia. MAG International, Inc. is a woman-owned firm incorporated in the state of Florida in 2001 and continues to maintain corporation status in the states of Florida, Louisiana and Virginia, while helping our clients find success nationwide.*

*MAG is one of three sister companies. MAG International, Inc. focuses on state, county and local government; MAG LLC, focuses on federal contracts; and, MAG- DS primarily handles international projects. MAG's home offices are located in Northern Virginia, with satellite offices in South Carolina, North Carolina and Florida. There are over seventy staff in the domestic offices and over 1,500 worldwide.*



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MAG is committed to providing the highest level of professional management and human resource consulting services to our clients. Our team of business and management professionals possesses extensive experience, education, and skill sets in a variety of study areas – allowing us to assist our clients in meeting their organizational mission, vision, and goals on a variety of fronts.

MAG believes that organizational efficiency and effectiveness is, in large part, dependent on recruitment, hiring, and retention of quality, skilled personnel and staff – comprehensive human resources management systems are an absolute essential in today's world to accomplish organization mission, vision, goals, and objectives.

#### ***Project Initiation and Timetables***

While MAG has other current clients, the company has established a priority for the initiation, scope, and timetable of this project. We are prepared to initiate this project immediately and complete a high-quality study within a five-month period. This will ensure appropriate time for data collection, review of recommendations, and completion of reports.

#### **Current Clients**

Some of our current/recent clients, with projects at various stages of completion:

- ✓ Brunswick County, VA
- ✓ Dinwiddie County, VA
- ✓ Frederick County, VA
- ✓ Nelson County, VA
- ✓ Roanoke City Public Schools, VA
- ✓ Roanoke County Public Schools, VA
- ✓ Staunton, VA
- ✓ Barnwell County, SC
- ✓ Fairfield County, SC
- ✓ Newberry County, SC
- ✓ Union County, SC
- ✓ Durham County, NC
- ✓ Person County, NC
- ✓ Warren County, NC
- ✓ Edgewater, FL
- ✓ Naples, FL
- ✓ Sanford, FL
- ✓ Fayetteville, GA
- ✓ Jones County, GA
- ✓ Peachtree City, GA
- ✓ Blount County, TN
- ✓ Knoxville, TN
- ✓ Lexington, TN
- ✓ Louisville, KY
- ✓ St. Tammany Parish, LA
- ✓ Dearborn, MI



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### Excellent Outcomes

Successful outcomes in our projects have been diverse. They include:

- ✓ revised compensation structures;
- ✓ creation of management or executive pay structures and benefits packages;
- ✓ comprehensive job/class descriptions where none have existed;
- ✓ revisions to operational and personnel policies;
- ✓ adjustment to pay structures to recognize market changes for selected employment groups;
- ✓ assignment of geographic differential to a pay structure where appropriate;
- ✓ integration of multiple pay structures into a unified schedule;
- ✓ identifying compression across the organization.
- ✓ staffing level determinations;
- ✓ reorganizations;
- ✓ analysis of agency versus contracted provision of services;
- ✓ Identification of proper use of facilities.

### **MAG's Special Human Resource Management Software**

MAG has developed and uses the following software applications: **Market Manager**<sup>®</sup>, **Classification Manager**<sup>®</sup>, and **Performance Manager**<sup>®</sup>.

The flagship of our software package, **Classification Manager**<sup>®</sup>, designs custom pay structures, assigns employees to job classes, and provides extensive reports and forecasting scenarios to assist in developing management or labor compensation strategies. **Classification Manager**<sup>®</sup> is an invaluable tool for forecasting, as well as, proving internal pay equity.

**Market Manager**<sup>®</sup> is MAG's custom survey software that is designed to electronically collect job class, pay practice and related data from organizations that may compete with our clients for like classes of employees.

Each survey instrument is customized to reflect and collect the specific data requested by our client, ensuring that the unique needs of the client organization are addressed as an integral part of each of MAG's studies.



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To ensure that all data analysis activity compares “apples to apples,” **Market Manager®** has internal controls that normalize survey data for employee groups that work non-standard work hours, allowing the client to directly compare compensation packages for either work hours or workdays of employees within the agency and across the competitive marketplace. This is especially critical when evaluating work within the County structure.

In addition to implementing targeted surveys, **Market Manager®** maintains an extensive data mine of current market information that can be accessed to support any market survey study undertaken on behalf of our clients. This powerful tool provides the information necessary to design compensation packages that reflect reality in the marketplace and putting the client’s organization in a competitive posture to recruit, retain and motivate employees.

MAG has committed to maintaining state of the art tools to assist our clients in the conduct of human resources projects.

Data can be easily used in Excel formats to ensure ease of use by our clients. We make it easy for you.

MAG has the organizational, financial, staff, and technical capability to assure success for this important project. Litigation has never been filed against our firm.

While we have current obligations, MAG is able to clearly state that we will be able to meet the obligations for the County in a timely manner.

MAG has no current or former litigation, outstanding judgments, or liens (ever).



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*TAB 2*

*TEAM MEMBERS*

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*Team Members*

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**Russell Campbell, Ed. D.,  
Chief Administrative Officer, MAG**



Dr. Campbell has more than 21 years of public sector experience in human resource management, organizational development, and strategic planning. Consequently, he has planned, organized, and directed studies in the areas of management auditing/operational reviews and analysis, service cost evaluations, survey analysis, quality of work life analysis, privatization, and cost allocation. Each of these studies dealt with summarizing major alternatives for decision makers as well as providing viable recommendations. Dr. Campbell's consulting experience encompasses state and local government evaluation, program management, efficiency analysis, survey analysis, and revenue enhancement. Dr. Campbell has an undergraduate degree from the University of South Carolina, a Master's degree in Public Administration from Troy State University, and a Doctorate in Education from the University of South Carolina. Dr. Campbell manages MAG's Columbia, SC office.

Examples of projects in which Dr. Campbell has served as project lead or has had substantial project responsibilities include:

- Americus, GA
- Athens-Clarke County
- Bedford County Schools, VA
- Bell County, TX
- Calhoun County, SC
- Chapel Hill, NC
- Charles County Schools, MD
- Clarendon County, SC
- Clayton County, GA
- College Park, GA
- Deerfield Beach, FL
- Dekalb County, GA
- Delray Beach, FL
- Dinwiddie County, VA
- Dorchester School District 2, SC
- Durham County, NC
- Elizabeth City, NC
- Family Eldercare, Austin, TX
- Franklin, VA
- Frederick County, VA
- Galveston County, TX
- Greenwood County, SC
- Greer, SC
- Horry County
- Lancaster, SC
- Lexington School District 2, SC
- Louisville, KY
- Manatee County Sheriff's Office
- Marion County, SC
- MHMR of Tarrant County, TX
- New Carrollton, MD
- Oakland County, MI
- Orangeburg County, SC
- Palm Beach Gardens, FL
- Riviera Beach, FL
- Rockville, MD
- Savannah, GA
- South Fulton, GA
- Spartanburg, SC
- St Petersburg, FL
- Tampa, FL
- Virginia Beach, VA
- Washtenaw County
- Wichita Falls, TX
- Wellington, FL
- Wylie, TX
- York County, SC



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## Team Members

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### Deirdre Kyle, Senior Consultant



Ms. Kyle served with the Jacksonville Transportation Authority as the Chief Operating Officer from 2003-2005. Ms. Kyle brings over 20 years of experience providing business management services to federal, state and local governments and the private sector; most of those years as a Partner level. Ms. Kyle has been associated with the senior leadership of MAG since 1998. Her career history includes working with state Departments of Transportation and local transit and transportation agencies. In addition, as a Partner with a national consulting firm, Ms. Kyle led consulting projects in business utilization, economic impact, development of public policy and strategic action plans. These engagements required a multi-discipline approach including data analyses, legal research, anecdotal analyses, and statistics.

Examples of projects in which Ms. Kyle has served as project lead or has had substantial project responsibilities include:

- Beaufort County Schools, SC
- Bibb County Schools
- Calhoun County, SC
- Chapel Hill, NC
- Charlotte County, FL
- Dekalb County, GA
- Done Fairfax County
- Fairfax, VA
- Fayette County, KY
- Frederick County, VA
- Grand Traverse County, MI
- Henry County Schools, GA
- Horry County
- Isle of Wight County Schools
- Jefferson County Public Schools, KY
- Jefferson Parish, LA
- Kent County, DE
- Lancaster, SC
- Lexington, KY
- Loudoun County Schools
- Manassas Park City Schools
- Oldham County, KY
- Poquoson City Public Schools, VA
- Prince Georges County Schools
- Queens Anne's County, MD
- Richland County, SC
- Savannah, GA
- St Charles Parish, LA
- Virginia Beach, VA
- Washington County, PA
- Wichita Falls, TX
- Wicomico Schools, MD



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*Team Members*

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**Steve Foster, Senior Consultant, MAG**



Mr. Foster is a retired military veteran who brings years of detailed project management skills to public sector projects.

Extensive experience in market and benefits analysis as well as with on-site support. Mr. Foster has participated in on-site interviews and meeting with employees in focus group as well as orientation sessions. He has worked with scores of public sector clients in overall project management as well as handling logistical support for client management. He will conduct employee orientation sessions. Mr. Foster manages MAG's Asheville, NC office.

Examples of projects in which Mr. Foster has served as project lead or has had substantial project responsibilities include:

- Athens-Clarke County
- Bloomington, IN
- Brownsville, TX
- Calhoun County, SC
- Cecil County, MD
- Chapel Hill, NC
- Chevy Chase Village, MD
- Clayton County, GA
- College Park, GA
- Colleyville Fire, TX
- Colleyville, TX
- Collier County, FL
- Dawson County, GA
- DeKalb County, GA
- Dinwiddie County, VA
- Durham County, NC
- El Paso, TX
- Galveston County
- Greer, SC
- Hammond, LA
- Jacksonville, FL
- John's Creek, GA
- Jones County, GA
- Kent County, DE
- Lancaster, SC
- Lee County, FL
- Macon-bibb County, GA
- Naples, FL
- New Orleans
- North Charleston, SC
- North Miami Beach, FL
- Ocean City, MD
- Oakland County, MI
- Orangeburg County, SC
- Osceola County, FL
- Oviedo, FL
- Palm Beach Gardens, FL
- Pearland, TX
- Pharr, TX
- Port Freeport, TX
- Prince William County, VA
- Pueblo West, CO
- Queens Annes County, MD
- Richland County, SC
- Riviera Beach, FL
- Sanford, FL
- Savannah, GA
- Schertz, TX
- South Fulton, GA
- St Charles Parish, LA
- St Cloud, FL
- St Petersburg, FL
- Sugarland, TX
- Takoma Park, MD
- Tupelo Schools
- Washtenaw County
- Wellington, FL



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**Team Members**

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**Tatia Prieto, Ed.D., Prismatic Services**

In partnership with MAG, Dr. Prieto has conducted scores of consulting studies across the country, focusing on the operational and support programs that make schools and districts successful. Dr. Prieto has over 20 years' experience consulting for school districts in 28 states and has served in senior positions for two nationally known consulting firms, directing many comprehensive school district performance reviews. Primary categories of consulting for Prismatic Services include: Comprehensive Management, Performance, Efficiency Reviews, Organizational Assessments, Human Resources Reviews, Operational and Equity Audits and Strategic Planning.

- Lancaster, SC
- Lake County School District, CO
- Martin County, FL
- Monroe, LA
- North Little Rock, AK
- Richland School District 1, SC
- San Francisco, CA
- Spokane Public, WA
- St. Louis Public, MO
- Tucson Unified School District, AZ
- Seattle, WA
- Spartanburg, SC

Examples of projects in which Dr. Prieto has served as project lead or has had substantial project responsibilities include:

- Anne Arundel County, MD
- Beloit School District, WI
- Bentonville, AK
- Boulder Valley, CO
- Calvert County, MD
- Charleston County, SC
- Chesapeake, VA
- Chesterfield County Public Schools, VA
- Clark County, NV
- Colorado Department of Education
- Dekalb County, GA
- Erie 1 Board of Cooperative Educational Services, NY
- Fairfield, CT
- Greenwich, CT



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*Team Members*

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**Tracy O'Shields, Director of Administrative Services, MAG**

Mrs. O'Shields brings over 25 years' experience in education and educational facility management, supported by her skills in business administration to our clients. She has significant experience in conducting market surveys for governmental agencies across the country and has a thorough understanding of MAG's Market Manager® software, integrating a comprehensive understanding of the public sector market and the work that is performed. Mrs. O'Shields coordinates the work of MAG staff in market and benefits survey development, data collection and data analysis. Mrs. O'Shields manages MAG's Spartanburg, SC office.

Examples of projects in which Mrs. O'Shields has served as project lead or has had substantial project responsibilities include:

- Abbeville County, SC
- Albemarle-Charlottesville Regional Jail, VA
- Barnwell County, SC
- Blount County, TN
- Brownsville Public Utilities Board, TX
- Colleton County Schools, SC
- Carrboro, NC

- Dorchester School District 2, SC
- Dougherty County, GA
- Durham County, NC
- Edgewater, FL
- Fayetteville, GA
- Franklin, VA
- Frederick County, VA
- Grand Traverse, MI
- Greenville County Schools, SC
- Hays County, TX
- Integral Health Care, TX
- Knoxville, TN
- Nash County, NC
- Nelson County, VA
- Newberry County, SC
- Orange City, FL
- Peachtree City, GA
- Richardson ISD, TX
- Richland School District 2, SC
- Roanoke City Public Schools, VA
- Rockville, MD
- Sanford, FL
- Sanibel, FL
- Southfield, MI
- St. Tammany Parish Schools, LA
- Staunton, VA
- Sussex County, DE
- Walker County, TX

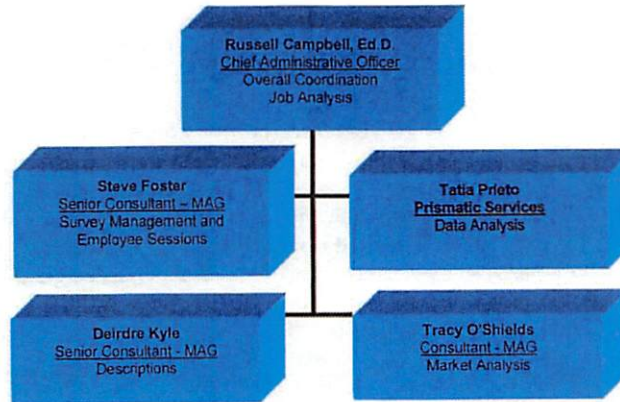


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**Team Members**

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**Client Staff Responsibilities**

MAG, in all its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet the needs and preferences of the client.

MAG will request that the client provide at the outset of the study a database of current payroll information for positions to be included in the study. *It is easy to do but important that these data are supplied in an Excel format.* This data will be necessary to determine costs to implement the newly developed pay plan(s). *If it is technically impossible to complete the data request forms needed for the study, MAG staff are happy to assist your team in getting the information ready for import at our then current hourly rate.* All records and databases are kept strictly confidential and are returned to you or maintained upon project completion.

**MAG Customer Focus**

MAG's focus is on delivering quality studies quickly and efficiently to our clients.



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**SECTION 3**

**PROJECT APPROACH**

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### Project Approach

*Parts of this section are considered confidential and not subject to public disclosure as they contain information, references, and screen shots of MAG's exclusive, confidential and proprietary software.*

We note that there are 163 employees in various County positions.

**Broadly, steps in the process to meet the County's stated goals include:**

#### **Step 1: Project Initiation and Data Requirements**

**Initial Meetings** Upon agreement to proceed, MAG's study team will discuss with our County project manager and formulate the work plan with input from our management partner; typically, this is HR and the key departmental staff. MAG can also meet with other appropriate personnel to request background information, review the objectives of the study, and discuss concerns and issues. We discuss compensation history, study goals, and all related project scope issues of importance. We will request appropriate data relative to the current compensation system.

<b>Step 2: Department Head Input</b>	At the outset of the study MAG representatives and our HR partners will meet with Executive Leadership staff, and Department Heads to communicate goals and objectives. We will seek to identify problem areas or concerns and to identify positions in need of review.	<hr/> <b>Data Required</b> <ul style="list-style-type: none"><li>➤ Current Employee &amp; Payroll Data</li><li>➤ Organization Charts</li><li>➤ Pay and Classification Plan</li><li>➤ Salary Schedules</li><li>➤ Personnel Policies</li></ul> <hr/>
--	---	--

*MAG is willing and able to meet on-site or video conferencing attendance and meetings with County staff.*

We are pleased to be responsive to the County's interests to ensure a successful project.



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We will discuss:

- An overview of the study goals and objectives, thereby ensuring staff are apprised of the County's intentions to maintain a competitive salary system;
- The study approach and critical aspects of the project so staff is made aware of and understands the project's important milestones and schedule, as well as their contribution to adhering to established timelines; and,
- An opportunity to ask general questions pertaining to the project so that concerns can be addressed at the outset of the study.

### ***Step 3: External Market Review of Position Classifications***

We cooperatively develop the market salary survey instrument, provide the survey instrument and target list to HR for review, comment, and suggestions, and contact target organizations to solicit survey participation.

The survey instrument will be customized to meet your needs. MAG will work with our County partners to identify and fine tune both the survey targets as well as the list of represented benchmark positions for each of the occupational families.

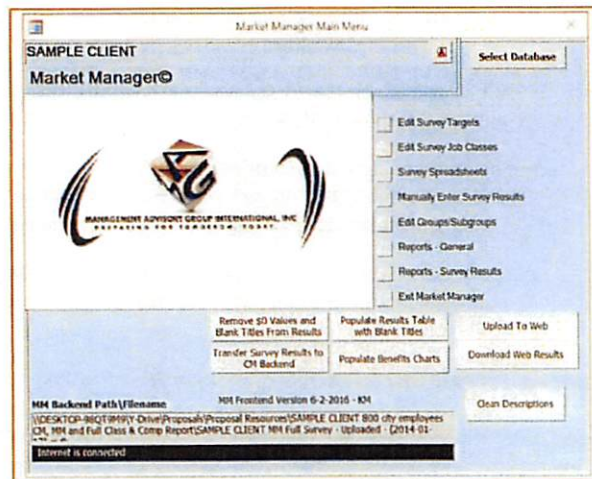
Benchmarks are carefully chosen in concert with County HR staff, to represent the varying types of work being done in the County, and at various levels of the pay structure. MAG is not proposing to survey every position. Benchmark positions will be selected and surveyed.

MAG prefers to conduct salary surveys on-line via our custom internet survey, but alternative formats (hard copy, email & facsimile) are also available. For your study, MAG will use the identified sources of data and manage the input directly into our *Market Manager*® software program.



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### Survey Instrument Content

Each survey instrument is pre-populated with the following information for review by the target organization:

- Job class title.
- A succinct description of the job class.
- Required qualifications of the job class.

We will then enter the following survey data into *Market Manager*®:

- The respondents matching title and degree of match;
- Minimum, mid-point and maximum pay ranges;
- Any notes from MAG staff or respondents regarding differences between the County's and respondent's job class.

An Excel survey document is produced and provided to the target agencies for completion. The number of cooperatively identified benchmarks will also have to consider the potential for target agencies to respond.

At the close of the survey phase, we analyze the received survey response data and compile market study results for your review, evaluation, and comment. Once final results are calculated, we submit the completed market report and recommendations.



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SAMPLE SURVEY RESULTS

Salary Survey Results												
Emergency Communications Officer												
Descr: Employees in this class receive and transfer messages by telephone or two-way radio on an assigned rotating shift. Serves as a police telephone operator. Calls are received for general information, police personnel and police, or other emergency equipment. The incumbent provides the general information, transfers calls to police personnel and transfers calls for police emergency equipment to shift Sergeant. Calls are received by way radio from police vehicles for general information and obtained from teletype or other source and requested information transmitted. Operator records all information concerning calls and complaints. Does related work as needed.												
Qual: Experience and training in radio communications. Completion of a standard high school course, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. Radio operator's license prescribed by the Federal Communications Commission.												
Respondent	Max Mag Title	Match	Min	Mid	Max	Range Width	Range	Entry	Avg Pay	Actual Pay	# of Yrs	Avg Yrs
Demond Beach			\$17,932	\$22,420	\$28,693	56.2%						
South Daytona	Dispatch/Service Clerk		\$19,975	\$26,919	\$39,903	50.0%						
Daytona Beach	Emergency Communications Officer I		\$20,217	\$26,918	\$33,219	57.4%						
Fort Orange	Dispatcher		\$20,387	\$26,919	\$33,219	57.6%						
New Smyrna Beach	Emergency Communications Officer I		\$20,700	\$25,172	\$30,444	47.1%						
Dulcan	Communications Officer		\$21,420	\$25,974	\$31,569	46.0%						
Lake Mary	Dispatcher	Identical	\$22,200	\$27,000	\$33,222	49.9%						
Cowberry	Communications Officer I		\$22,425	\$27,667	\$32,528	45.2%						
Lanham Key	Dispatch Dispatcher		\$23,754	\$33,275	\$36,795	54.9%						
Alphita	Communications Technician		\$25,976	\$33,220	\$40,263	51.0%						
<b>Averages</b>			<b>\$21,176</b>	<b>\$26,916</b>	<b>\$32,816</b>	<b>52.8%</b>						
<b>Target/Range Limit</b>			<b>\$16,296</b>	<b>\$19,832</b>	<b>\$23,667</b>	<b>46.8%</b>						
		\$ Difference	(\$4,920)	(\$7,083)	(\$9,219)							
		% Difference	-34.2%	-36.1%	-39.0%							

Benchmark Classification

Survey Respondent(s)

Results Comparison

Step 4: Job Questionnaires – Full Documentation to Develop Descriptions

MAG has developed a highly efficient web-based online job questionnaire process for employees and their supervisors. MAG will be able to offer on-site orientation sessions for employees, in which the study process is explained, the job questionnaire is thoroughly reviewed, and employees will be able to ask questions. The sessions are very interactive. All employees would have the opportunity to attend, although work schedules may preclude some. Further, MAG has prepared electronic templates of a variety of communications documents that explain the process, explain the questionnaire completion, and include many questions and answers that cover everything for employees.

Supervisors access their employees' questionnaires for review and comment. Job questionnaires can be printed at any time following completion of the questionnaire.

This approach enables MAG to make distinctions at the employee level.



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Additionally, all of the key information in the Job Profile Questionnaires (JPQ's) are downloaded to MAG's *Classification Manager*® software so that the information is readily available to use in identifying job profile values from the incumbents and their supervisors.

The use of the software is a technique to complement the highly personalized and substantial client input and discussions. But, the software achieves outcomes far beyond what can be achieved with Excel tables only.

CLASSIFICATION MANAGER - Job Class Editing and Evaluation

**Classification Manager® - Proposed Job Class Evaluation**  
Large Client Sample

Job Title: Administrative Assistant    Code: P0045

Pay Plan: Unifed    Job Category: Other Support

Copy Points From: [Dropdown]    Original Classes And Issues    Class Description    Employee In This Class    Avg IQQ Responses

Degree of involvement	Emp	Sup	Copy Emp Apts to Proposed
Org Responsibility 3	3.82	4.22	Org Responsibility
Exec Responsibility 4	3.50	3.67	Exec Responsibility
Prof Resp Responsibility 3	2.08	2.11	Prof Resp Responsibility
Experience 5	3.42	3.42	Experience
Education 2	3.45	3.38	Education
Math 2	2.16	2.18	Math
Communications 4	3.63	3.61	Communications
Judgment 3	2.62	2.54	Judgment
Complexity of work 4	4.06	3.93	Complexity of work
Impact of Errors 4	3.28	3.53	Impact of Errors
Physical Demands 2	1.50	1.50	Physical Demands
Equipment Usage 2	1.92	1.78	Equipment Usage
Unavoidable Hazards 1	2.12	2.20	Unavoidable Hazards
Safety Of Others 2	1.50	1.60	Safety Of Others
<b>Total Points: 472</b>			
Prop. Grade: 111			
Delta: 472 EAC			
Min: 37,786	Mid: 45,343	Max: 60,306	

Core evaluation profile values are based on ratings from employees and their supervisors.

Employees can see they had input into the evaluation profile values because it comes directly from their own input; thus, validates and verifies the placement of the positions.

*You will see that MAG's online Job Questionnaire is comprehensive and easy to complete and has been successfully completed by over 300,000 employees at all levels in local/state government agencies.*

*MAG's Job Profile Method of Classifying work is a comprehensive and unique approach to collecting and verifying accuracy of core job functions.*



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**Step 5: Achieving Internal Equity**

As a tool in supporting MAG's comprehensive and professional approach, we will utilize a Windows™ based system, *Classification Manager*®, an evaluation system that integrates current market data and job analysis by professional evaluators.

***When the County sees the efficiency and effectiveness of this tool developed by MAG specifically to accomplish compensation projects and to support the goals and vision of our clients, you will see that there is no true comparison on the market by any of our competitors.***

It is critical, when handling employee salary information, that reports not be based on a series of loosely linked Excel cells, where if one cell becomes corrupted, the entire file accuracy fails.

MAG's proprietary quantitative job evaluation system is based on compensable factors. The system's flexibility will also fully accommodate a market rating approach to job classification as well as whole job ranking, making this the most flexible compensation and classification tool.

MAG's *Classification Manager*® (CM©) can develop pay plans based on regression equation analysis of either the internal midpoint value of the original pay plan or market compensation and quantitative point-factor analysis. MAG often uses the original value of the organization's own jobs to establish the internal market control point, using external market values to adjust the proposed pay line.

In addition to point factor analysis, classifications should also be reviewed for economic anomalies within the marketplace. Economic anomalies are those positions for which market values are inflated or otherwise inconsistent due to shifting supply and demand conditions. As both private and public-sector organizations compete to attract and retain incumbents in such positions, market indicators fluctuate in high and low extremes that make it difficult to secure reliable market data.



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**Step 6: Report of Study Conclusions and Implementation Options Prepared for You**

Because *we tailor plans to the specific needs of each organization*, several cost analyses for implementing proposed study recommendations can be considered. The cost per employee to bring staff up to the proposed pay range minimums is the most conservative option and is always provided. Other options, such as length of time in classification, can also be used as criteria to assign employees to the proposed plan.

Our program generates analysis reports for each scenario under consideration for implementation. This is so much more than Excel tables.

**Thus, you are provided with an in-depth budget review and forecasting tool to facilitate selection of the most viable and appropriate implementation strategy.**

All implementation recommendations and other reports such as the above sample can be exported into multiple software formats, including Microsoft Excel, Microsoft Word, Microsoft Access, and PDF formats. All other project related reports/documentation are provided electronically and in hard copy formats, e.g., Microsoft Word or Excel.

*Please consider that MAG views this project as one that requires extensive personal communications and interactions with County staff. That personal attention is supplemented by the best techniques in the industry to ensure accuracy.*

**Staff Responsibilities**

MAG, in all its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, reviewing draft survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet your needs and preferences.

MAG will request a database of current payroll information for positions to be included in the study. *It is important that these data are supplied in the format required for use by MAG's analysts.* This data will be necessary to determine costs to implement the newly developed pay plan(s). All records and databases are kept strictly confidential and are returned to or maintained upon project completion.



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### **Project Work Plan**

MAG has developed a proposed work-plan and project timeline to accomplish the scope of services described.

Some of the proposed project activities and tasks indicated below will occur simultaneously. The amount of time needed for survey respondents to provide data is the most demanding dimension. We will work together with the County to ensure a timely and excellent project.

**Phase I: Project Initiation:  
Day 1- Day 25**

**Objective:** To develop a project plan acceptable to all parties, gather pertinent project related data, finalize contractual negotiations, and establish a timeline for project activities and deliverables.

**Activities:**

- Execute Project Contract.
- Meet with our HR partners from the County and departmental staff to discuss the project's goals and objectives, and to coordinate activities.
- Gather required project data/information, such as current class descriptions, current pay plan, administration policies and procedures, and organization charts.
- Initiate the employee information data collection in required database/spreadsheet format in Excel.
- MAG provides detailed outlines of information needed and technical support in how and when the spreadsheet is to be provided.
- Establish a mutually agreed-upon project work plan, timelines, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.



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**Deliverable(s):**

- Finalized Project Work Plan.
- Project Contract.
- Successful communication of the design/completion of the employee information needed in MAG's Excel template spreadsheet.

**Phase II: Development of Compensation Survey Instrument:  
Day 25 – Day 50**

**Objective:** To develop a salary/compensation survey instrument and administer survey instrument to gather compensation data from survey targets, establish a list of classification titles for inclusion in the survey, and define target respondent organizations/published surveys.

**Activities:**

- Work together with our HR/Project partners and top management to confirm the appropriate market and survey target employers for selected benchmark positions that offer comparable employment opportunities.
- Develop draft market salary survey instrument to gather compensation data.
- Review Draft Salary Survey and confirm with the Project Manager; revise as necessary and appropriate.
- Develop Final Salary Survey Instrument.
- Initiate survey via internet, telephone, published data, and e-mail for benchmarks. Survey can be conducted on-line, through a fillable form and from published information or pay schedules provided by survey targets.

**Deliverable(s):**

- Confirm Market Survey Targets and Benchmark Classifications.
- Survey Instrument.



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**Phase III: Conduct Custom Market Survey:  
Day 50 – Day 80**

**Objective:** To administer a salary/compensation survey instrument to survey targets in a variety of user-friendly formats.

**Activities:**

- We work closely with you to identify specific target agencies to be included in the custom survey. We work with you to define the market.
- Provide survey options for participation, including online input through MAG's web site, completion of Excel format survey, and/or provision of current compensation plan.
- Review/clean collected compensation data and compare to current data.
- Develop market compensation summary by classification.
- Review compensation structure and develop recommendations.

**Deliverable(s):**

- Survey data for benchmark classes.
- Recommendations on compensation design based on updating or redesigning the salary schedules to be market relevant.



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**Phase IV: Conduct Job Analysis and Classification Reviews of all Classes  
Day 75 – Day 90**

**Objective:** To conduct a review of included classifications for appropriate internal equity. These activities happen concurrently, following the successful completion of MAG's Excel spreadsheet of required employee information. Once the spreadsheet is successfully completed, MAG can initiate several project activities:

**Activities:**

- Provide access to the *Job Profile Questionnaires*\* (JPQ) and data gathering instrument. The JPQ is written in an understandable and easy-to-read format. Employees can list the job duties and responsibilities that they regularly perform and any recent changes in work routine.
- The questionnaire will capture job data for such factors as education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment.
- Monitor JPQ completion and provide updates on the status of employee questionnaire completion at key points.
- Review issues identified by administrators to identify comments concerning position levels, recruitment, retention and other directly relevant issues impacting a successful outcome for the County.
- Summarize the concerns for sharing with our County HR Partners.
- Conduct top level interviews to confirm and allow for elaboration on classification/compensation concerns. An interview schedule will be established by MAG staff for review, input, and confirmation.
- Download and review completed JPQ's.
- Evaluate each job class according to key criteria.
- Make assignments and allocations for classes

**Deliverable(s):**

- Questionnaire monitoring and updates on a weekly basis for our HR Partner.
- Key Senior Staff interviews using a focused format
- Classification data capturing and review



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- Recommended compensation structure(s) based on analysis of market data

**Phase V: Develop Recommendations to Classification Plan  
Day 100**

**Objective:** To identify any needed changes to the County's Compensation/Pay Schedules(s)

**Activities:**

- Conduct analysis and evaluate the current classification plan(s) in terms of:
  1. supporting the overall goals and objectives;
  2. its ability to provide compensation comparability between and among various groups and classes of positions;
  3. its ability to provide a meaningful salary level that recognizes required credentials, certifications and experience;
  4. developing an initial set of recommended changes in the structure of the current classification system and schedules(s).
  5. Review recommended changes with the Project Manager and appropriate management staff and make appropriate revisions.
  6. Develop revised pay plan(s).
  7. Develop guidelines for maintaining the classification system.
  8. Provide for internal review.

**Deliverable(s):**

- Revised Grade Order List and Pay Plan(s) for the various departments.
- Reclassification recommendations (if applicable).



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**Phase VI: Submit Draft Project Report and Initiate Internal Review Process  
Day 110**

**Objective:** To develop a draft report based on previous study activities and tasks.

**Activities:**

- Integrate project data and deliverables from previous project tasks into a draft report for internal review.
- Provide draft project findings to management for technical review.

**Deliverable(s):**

- Draft Report.
- Initial Costing Projections

**Phase VII: Develop & Submit Final Project Report  
Following Internal Review and Feedback**

**Objective:** To develop a final report of project results, findings and recommendations.

**Activities:**

- Finalize the implementation approach and do costing projection for the first year;
- Revise draft report as necessary and appropriate based on technical review; develop and deliver final report.
- Provide project findings and provide all study documentation (TBD).

**Deliverable(s):**

- Final Report and Presentation
- All Study Documentation.



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**SECTION 4**

**REFERENCES**

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## References

Very recent/current studies in Virginia have included Chesapeake Schools, Roanoke County Schools, City of Staunton, and Nelson County.

- **Nash County, North Carolina.** Classification and Compensation recently completed for Nash County. MAG conducted orientation sessions, a comprehensive market survey, and analysis and creation of new job descriptions. The County's employees completed MAG's online Questionnaire.

Contact: Anison Kirkland  
Human Resources Director  
120 W. Washington St.  
Nashville, NC 27856  
[anison.kirkland@nashcountync.gov](mailto:anison.kirkland@nashcountync.gov)  
(252) 459-1645

- **Durham County, North Carolina.** MAG finalized in 2019 a Comprehensive Classification and Compensation Study for Durham County. MAG conducted orientation sessions, a comprehensive market survey, and 1,300 employees completed MAG's online Job Analysis Questionnaire. Implementation scenarios were provided, and one was adopted for Public Safety and another for other positions. MAG was selected to complete another study in 2022.

Contact: Kathy R. Everett-Perry, Esquire, Chief HR Officer/Director  
[keverettperry@dconc.gov](mailto:keverettperry@dconc.gov)  
200 East Main Street , 3rd Floor  
Durham, North Carolina 27701  
Office (919) 560-7910

- **Carrboro, North Carolina.** MAG finalized a Compensation Study for the Town of Carrboro. Orientation sessions were conducted, job and market analysis, and salary and benefits surveys were completed. Implementation scenarios were provided including fire and police.

Contact: Julie Eckenrode  
Director of Human Resources  
301 W. Main Street  
Carrboro, NC 27510  
[jeckenrode@townofcarrboro.org](mailto:jeckenrode@townofcarrboro.org)  
(919) 918-7308



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- **City of Savannah, Georgia.** MAG finalized a Comprehensive Classification and Compensation Study for the City of Savannah. There are 1000 employees. Implementation scenarios were provided including police and fire.

Contact: Jeffery Grant  
Human Resources Director  
O: 912-651-6484  
132 E Broughton St., 5th Floor  
Savannah, GA 31402  
[jgrant01@SavannahGA.gov](mailto:jgrant01@SavannahGA.gov)

- **Galveston County, Texas.** MAG completed a Comprehensive Classification and Compensation Study. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented in 2019.

Contact: Katherine Branch, IPMA-CP  
Assistant Human Resources Director  
County of Galveston  
722 Moody-3rd Floor  
Galveston, Texas 77550  
409-770-5352 (Direct)  
409-770-5418 (Main)

- **Harford County, Maryland.** MAG conducted a Comprehensive Classification and Compensation Study for the Sheriff's Office, in 2016/17. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire. The study was fully implemented. Ongoing assistance on an ad hoc basis was provided. A 2022 study was awarded.

Contact: Tracey Martinelli  
HR Director  
Harford County Sheriff's Office  
[martinellit@harfordsheriff.org](mailto:martinellit@harfordsheriff.org)  
410-836-5485



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- **Clayton County, Georgia.** MAG completed a Comprehensive Classification and Compensation Study for this County's 2,594 employees. MAG conducted orientation sessions, initiated a market survey, and nearly all employees completed MAG's online Job Analysis Questionnaire. A final report and presentation was provided.

Contact: Pamela Ambles  
HR Director  
Clayton County, GA  
770-477-3240  
[Pamela.ambles@claytoncountyga.gov](mailto:Pamela.ambles@claytoncountyga.gov)

- **Petersburg, Virginia.** MAG completed a Comprehensive Classification and Compensation Study for this municipal government, following a MAG City-wide staffing and organization study. MAG conducted employee and supervisory orientation sessions, a market survey, and approximately one thousand employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **City of Virginia Beach, Virginia.** MAG conducted a Comprehensive Personnel Study for Virginia Beach. The study included analyzing individual jobs to develop an internal ranking and classification of over 10,000 employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a competitive structure. This was a six-month project. An additional project was completed on staffing and organization.
- **City of Hampton, Virginia.** MAG conducted a Comprehensive Classification and Compensation Study for this substantial municipality. MAG conducted orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. The study was completed and implemented.
- **City of Rock Hill, South Carolina.** MAG conducted a Comprehensive Classification and Compensation Study for the City of Rock Hill. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire. Fully implemented.
- **Beaufort County, South Carolina.** MAG conducted a Comprehensive Classification and Compensation Study for Beaufort County. MAG conducted orientation sessions, a market survey, and over one thousand employees completed MAG's online Job Analysis Questionnaire. The study was implemented.
- **Fayette County, Kentucky.** MAG conducted a Comprehensive Classification and Compensation Study for Fayette County, in the Lexington area. MAG conducted



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orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A follow-up compensation review was requested and was completed by MAG.

- **Memphis, Tennessee.** MAG assisted in a review of the organizational structure and opportunities for cost savings/reduction for this 16,000 employee organization. The City worked with MAG on a series of follow-up projects that spanned four additional years. MAG provided HR and organizational consulting assistance from 2006 to 2011.
- **DeKalb County, Georgia.** This is a MAG project, sponsored by the Superintendent, Cheryl Atkinson, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed for implementation by the Superintendent. Particularly, the Human Resources function received special consulting review and was reorganized for increased efficiency and effectiveness in support of human resources objectives. There are over 10,000 employees. This school district was experiencing budgetary challenges. Reductions in staffing levels in central office functions were recommended and presented.
- **Atlanta, Georgia.** MAG conducted a Comprehensive Classification and Compensation Study for the Atlanta Public Schools. The study included analyzing individual jobs to develop an internal ranking and classification of several thousand employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a market competitive structure for the Schools' instructional staff. The Board approved the study and a \$10 million implementation plan.
- **Broward County, Florida.** MAG completed a Comprehensive Classification and Compensation Study for the County's 5,000 plus employees. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A four-hour meeting with the County Administrator to confirm results was done to discuss findings. The Board approved the study and a \$10 million implementation plan.
- **Genesee County, New York.** MAG conducted a Comprehensive Classification and Compensation Study for Genesee County, in upstate New York. This was a review of all of the top administrative and management positions in the county. The study was fully implemented.
- **Lexington Fayette Urban Consolidated Government, Kentucky.** MAG completed a Study for the consolidated government of Lexington. MAG conducted orientation sessions, a comprehensive market survey, and 2,300 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for



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current implementation by staff. The study was approved and implemented. Follow up training in description writing was completed. MAG was recently (February 2022) selected to conduct another comprehensive compensation study; it is currently in progress.

- **Queen Anne's County, Maryland.** MAG completed a Comprehensive Classification and Compensation Study for this government. The study was implemented for fiscal year 2016.
- **Jacksonville/Duval County, Florida.** MAG completed a Comprehensive Classification and Compensation Study for this major municipal government, following a MAG 2009 study of top level management positions. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A final report was prepared for the 2,500 positions in the scope of the study.
- **Jefferson Parish, Louisiana.** This is a MAG project, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed and used as a model by the incoming manager, hired from the University of New Orleans during the project. This agency was experiencing budgetary challenges due to changing demographics. Reductions in staffing levels were recommended. This organization has over 8,000 employees.
- **Philadelphia.** The City completed a lengthy review process and checking of references. The focus in this project was on executive positions, ensuring their accurate and appropriate classification and placement within the pay structure. Recommendations were also developed to establish appropriate staffing levels for the Human Resources Department.
- **Pearland, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the City of Pearland. MAG conducted orientation sessions, a comprehensive market survey, and 700 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to City Council in 2017 for current implementation by City staff. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Lubbock, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the City of Lubbock. 1,800 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for current implementation by staff. Class specifications were finalized in addition to training in MAG's Classification Manager software.



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- **El Paso (City and Emergency Health Network) Texas.** MAG completed a Classification and Compensation Study for the City of El Paso (4,700 employees) and the Emergency Health Network (600 plus employees). MAG conducted orientation sessions, a comprehensive market survey, and thousands of employees completed MAG's online Job Analysis Questionnaire. MAG finalized an appropriate implementation approach. The City Council approved the study.
- **Cameron County, Texas.** MAG completed a Classification and Compensation Study for the Cameron County. MAG conducted orientation sessions, a comprehensive market survey, and over 1,000 employees completed MAG's online Job Analysis Questionnaire. Cost options were generated and one of them selected for implementation.
- **Polk County, Texas.** MAG completed a Classification and Compensation Study for Polk County, Texas. We presented to the Court and Department Heads on March 13, 2018, with final presentation in August 2018.
- **Brownsville, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the City of Brownsville. MAG has conducted orientation sessions, a comprehensive market survey, and 1,000 employees completed MAG's online Job Analysis Questionnaire. A report was issued was presented to Council for implementation by staff. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Brownsville Public Utilities Board, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the Brownsville Utilities Board. MAG conducted orientation sessions, a comprehensive market survey, and several hundred employees completed MAG's online Job Analysis Questionnaire. A report was issued and was presented for implementation by staff. Class specifications were completed in a separate work effort. A 2022 study has just been awarded.
- **Brownsville Navigation District, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the Brownsville Port. MAG conducted orientation sessions, a comprehensive market survey, and employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented for implementation by staff.
- **Texas Woman's University, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this university. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and approximately one thousand employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.



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- **University of North Texas, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this university. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Ysleta Independent School District, Texas.** A comprehensive classification and compensation study was completed for the School District. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire.
- **City of Oviedo, Florida.** MAG conducted a Comprehensive Classification and Compensation Study for the City of Oviedo. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire. The study was adopted for implementation.
- **Dallas Area Rapid Transit, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Charlotte County Sheriff's Office, Florida.** MAG recently conducted a Comprehensive Classification and Compensation Study for the Sheriff's Office. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire. MAG has completed several compensation studies and classification maintenance projects as well.
- **Bastrop County, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire.
- **City of Frederick, Maryland.** MAG conducted a Comprehensive Classification and Compensation Study for Frederick, in the Washington/Baltimore area of the country. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. The study was implemented.



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- **City of Corpus Christi, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the airport organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire.

#### Additional HR Projects

- Travis County, Texas;
- Round Rock, Texas;
- Dallas Independent School District, Texas;
- Charleston County, South Carolina;
- Portsmouth, Virginia;
- Baltimore County, Maryland;
- New Braunfels (utilities), Texas;
- San Antonio, Texas;
- Cherokee Nation Enterprises (OK);
- City of Daytona Beach, Florida;
- Sedgwick County, Kansas;
- Nashville/Davidson County Schools, Tennessee;
- Washington Council of Governments (WASHCOG);
- State of Florida, Office of the State Courts Administrator;
- Richmond, Virginia – 3,000 employees;
- Chesapeake, Virginia – 2,500 employees;

Shreveport, Louisiana;



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- State of Connecticut;
- Detroit/Wayne County Airport Authority.
- Maryland Health Care Commission; Health Care Cost Review Commission; Board of Nursing;
- Fairfax County Public Schools, Virginia;
- State of Massachusetts Community College System;
- Prince George's County, Maryland;
- Prince William County, Virginia;



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*Tab 5*

*COST PROPOSAL*

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***Cost Proposal***

MAG has developed a project budget based on the scope of services as defined in MAG's Project Approach. The County has approximately 163 employees in 112 job titles. MAG's process includes interviews with Department Heads and the use of a comprehensive online Job Profile Questionnaire.

MAG's budget estimate for the base project is \$27,600, including class specifications.

Ad hoc services as requested, would be provided at an hourly rate of \$200.

***Payment***

An initiation invoice of twenty percent (20%) will be requested. Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable in accordance with periodic invoices based upon work performed toward delivery of final reports and products as described herein. The fees to be provided do not include services provided by MAG following submission of its final report and recommendations.

In the event MAG is required to provide documents or testimony in response to claims, demands or actions by third parties, MAG shall bill for services rendered based on then-current professional fees and expenses incurred, including reasonable attorney's fees. No tasks shall be undertaken without prior notification to you. This provision is intended to apply only to third-party actions based on implementation of MAG's report and findings.

***Indemnification Language Suggested:***

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client from any amounts (including reasonable attorney's fees) for which the County shall become legally obligated to pay as damages for negligent acts, errors, and/or omissions of the Consultant arising out of the Consultant's performance under this Agreement; however, the amount Consultant will pay for damages is limited to the amount of the contract for services.



**Tab 6**

**REQUIRED FORM AND APPENDICES**

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The proposer, by signing the submission form, certifies that no collusion with, and without any agreement, understanding, or planned course of action with any other person regarding this proposal.

**Management Advisory Group International, Inc.**

---

Legal Name of Bidder

**12730 Fair Lakes Circle, Suite 600, Fairfax, Virginia 22033**

---

Business Address

**Russell H. Campbell, Ed.D., Senior Vice President**

---

Name and Title of Person Authorized to Sign (Please print)

*Dr. Russell H. Campbell*

---

Signature

**August 1, 2023**

---

Date

**703-590-7250**


---

Phone Number

**russell@maginc.org**

---

E-mail Address

<p>College Park  <b>Title: Building Inspector</b></p>	
<p><b>Job Code: BI</b></p>	

**General Description**

The purpose of this job is to inspect new construction and renovations to existing buildings, such as apartments and commercial buildings, to ensure compliance with applicable laws and safety codes.

This position works independently, under limited supervision, reporting major activities through periodic meetings.

**Duties and Responsibilities**

**The functions listed below are those that represent the majority of the time spent working in this position. Management may assign additional functions related to the type of work of the position as necessary.**


- Conducts Commercial or Residential inspections of assigned building and structural portion of new and remodeled sites and structures; reviews plans and specifications, materials, layouts, and equipment.
- Performs inspections of construction projects for compliance with occupational health and safety requirements.
- Informs, explains, and interpret code requirements for project superintendents, contractors, architects, engineers, homeowners and the public.
- Provides uniform conformance to building codes, standards, and regulations; investigates and responds to complaints regarding illegal construction, safety, or hazardous conditions.
- Investigates unpermitted construction.
- Testifies in court and before City boards and Commissions, as required.
- Issues stop work orders, correction notices, or citations as required when construction does not meet Technical or Municipal codes, zoning ordinances, local ordinances or plans.
- Maintains database, records, and files; researches prior inspections; attends training sessions and meetings; maintains certifications.
- Performs related work as required.

**Minimum Education and Experience Requirements:**

Requires a High School diploma or GED equivalent and two (2) years of experience in building construction, construction technology, engineering, or related field; or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities.

**This Class Description does not constitute an employment agreement between City College Park and an employee and is subject to change by the City as its needs change.**



<p>College Park Title: Building Inspector</p>	
<p>Job Code: BI</p>	

**Physical Demands:**

- Performs light to medium work that involves walking or standing virtually all of the time and also involves exerting between 20 and 50 pounds of force on a regular and recurring basis or considerable skill, adeptness and speed in the use of the fingers, hands or limbs in tasks involving close tolerances or limits of accuracy.

**Unavoidable Hazards (Work Environment):**

- None.

**Special Certifications and Licenses:**

- Requires Certified Residential Building Inspector.
- Requires Certified Commercial Building Inspector.


**Americans with Disabilities Act Compliance**

The City of College Park is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

**This Class Description does not constitute an employment agreement between City College Park and an employee and is subject to change by the City as its needs change.**





<p><b>Durham County</b></p> <p><b>Title: Accountant</b></p>	
<p><b>Job Code: 60001278</b></p>	

**General Description**

The purpose of this job is to perform difficult professional work in the preparation and maintenance of complex financial records; does related work as required.

This position works independently, under limited supervision, reporting major activities through periodic meetings.


**Duties and Responsibilities**

**The functions listed below are those that represent the majority of the time spent working in this position. Management may assign additional functions related to the type of work of the position as necessary.**

- Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.
- Coordinates, assigns and reviews work and establishes work schedules; maintains standards; monitors status of work in progress; inspects completed work assignments; answers questions; gives advice and direction as needed.
- Assists in the planning and coordination of the accounting system and preparation of financial reports.
- Sets up accounting procedures and maintains separate subsidiary computer system.
- Performs internal and external audit of expenditure and accounting records.
- Serves as primary contact and liaison with County and State offices on financial management and reporting.
- Conducts balance checks between subsidiary and general ledger accounts.
- Account for bank transactions in SAP to keep accounting records up-to-date for payroll, AP, and operations.
- Identifies assets that need to be capitalized, assigns them a fixed asset number, and adds these items to the fixed asset system to be depreciated.
- Monitors delinquent accounts and determines actions necessary.
- Prepares statistics, reports and graphs grant and loan financial data.
- Provides assistance to accounting personnel with complex problems.
- Performs internal audits and monitors grant funds.
- Performs related work as required.

**This Class Description does not constitute an employment agreement between Durham County and an employee and is subject to change by the County as its needs change.**



<p><b>Durham County</b></p> <p><b>Title: Accountant</b></p>	
<p><b>Job Code: 60001278</b></p>	

**Minimum Education and Experience Requirements:**

Requires a Bachelor's Degree in Accounting, Finance, Business Administration or closely related field; and two years of accounting experience or a or equivalent combination of education, training, and experience which provides the required knowledge, skills, and abilities.

**Physical Demands:**

Performs sedentary work that involves walking or standing some of the time and involves exerting up to 10 pounds of force on a regular and recurring basis or sustained keyboard operations.

**Unavoidable Hazards (Work Environment):**

- Involves routine and frequent exposure to:
  - Bright/dim light; Dusts and pollen.

**Special Certifications and Licenses:**


- None.

**Americans with Disabilities Act Compliance**

Durham County is an Equal Opportunity Employer. ADA requires Durham County to provide reasonable accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

**This Class Description does not constitute an employment agreement between Durham County and an employee and is subject to change by the County as its needs change.**



<b>St. Cloud, Florida</b> <b>Title: Assistant City Manager</b>	
<b>Class Code: 1002</b> <b>Pay Grade: 140</b> <b>FSLA: Exempt</b>	

**General Description**

This position is responsible for the daily operation and management of a designated department, along with the oversight of designated divisions or departments, at the directive of the City Manager.

**Duties and Responsibilities**

The functions listed below are those that represent the majority of the time spent working in this position. Management may assign additional functions related to the type of work of the position as necessary.

- Supervises, directs, and evaluates assigned staff, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals.
- Coordinates, assigns and reviews work and establishes work schedules; maintains standards; monitors status of work in progress; inspects completed work assignments; answers questions; gives advice and direction as needed.
- Represents the City and City Manager at local events and meetings with governmental and outside agencies.
- Reviews and provides agenda changes.
- Plans, directs, supervises, and reviews the operation of programs by municipal departments as delegated by the City Manager.
- Reviews and evaluates services, programs, and regulatory activities periodically or as directed by the City Manager and implements changes as directed.
- Coordinates, establishes, and implements policy decisions and directives.
- Manages and coordinates contracts for the acquisition of materials, supplies, and services.
- Ensures the comprehensive management, tracking, and disposition of material resources.
- Performs related work as assigned.

**This Class Description does not constitute an employment agreement between the City of St. Cloud and an employee and is subject to change by the City as its needs change.**



**Minimum Education and Experience Requirements:**

Requires a Bachelor's Degree in Public Administration or related field, supplemented by five (5) years of experience as a municipal department director; or possession of any equivalent combination of education, training, which provides the requisite knowledge, skills, and abilities.

Completion of a Master's Degree in Public Administration and Management is preferred.

Completion of the Certified Public Manager Course or a similar course is preferred.

Experience working in the Florida municipal system, preferred.

Must possess and maintain a valid state driver's license with an acceptable driving history.

**Knowledge, Skills and Abilities<sup>1</sup> :**

**Physical Requirements:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this Job, the employee is regularly required to talk or hear. The employee is frequently required to walk and sit. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and taste or smell. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, depth perception and ability to adjust focus.

**Mathematics:**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

**Language Ability:**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

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<sup>1</sup> Provided by the City of St. Cloud

**This Class Description does not constitute an employment agreement between the City of St. Cloud and an employee and is subject to change by the City as its needs change.**



**Reasoning:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

I certify that the specific duties and responsibilities as described in this classification description accurately reflect the duties and responsibilities of the job.

Immediate Supervisor Signature: \_\_\_\_\_

Supervisor Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Signature: \_\_\_\_\_

Director Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

I certify that I have received and read the attached classification description.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Director signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This Class Description does not constitute an employment agreement between the City of St. Cloud and an employee and is subject to change by the City as its needs change.**



**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
<b>A</b>							
ACCOUNTANT I	ACC1	Unified	19	\$39,188	\$47,418	\$58,798	3
ACCOUNTANT II	ACC2	Unified	21	\$43,205	\$52,278	\$64,825	2
ACCOUNTING CLERK	ACCL	Unified	14	\$30,705	\$37,153	\$46,070	1
ACCOUNTING SUPERVISOR	ACSP	Unified	23	\$47,634	\$57,637	\$71,470	2
ACCOUNTING TECHNICIAN	ACCT	Unified	16	\$33,852	\$40,961	\$50,792	4
ADMIN OPERATIONS MANAGER	LFOA	Unified	23	\$47,634	\$57,637	\$71,470	1
ADMINISTRATIVE ANALYST	ADAN	Unified	21	\$43,205	\$52,278	\$64,825	1
ADMINISTRATIVE ASSISTANT	ADAS	Unified	14	\$30,705	\$37,153	\$46,070	5
ADMINISTRATIVE ASSISTANT-PART TIME	ADAP	Unified	13	\$29,243	\$35,384	\$43,876	1
ADMINISTRATIVE CLERK	ADCL	Unified	10	\$27,050	\$30,566	\$37,902	1
ADMINISTRATIVE SECRETARY	ADSC	Unified	12	\$27,850	\$33,699	\$41,787	4
ADMINISTRATIVE SPECIALIST	ADSP	Unified	17	\$35,545	\$43,009	\$53,332	4
ADMINISTRATIVE SUPERVISOR	ADSR	Unified	21	\$43,205	\$52,278	\$64,825	8
ANIMAL CONTROL AGENT	ACAG	Unified	14	\$30,705	\$37,153	\$46,070	1
APPRAISAL SYSTEM ANALYST	APSA	Unified	23	\$47,634	\$57,637	\$71,470	1
APPRAISER	APPR	Unified	17	\$35,545	\$43,009	\$53,332	2
ASSET/INVENTORY CONTROL CLERK	AICC	Unified	14	\$30,705	\$37,153	\$46,070	1
ASSET/INVENTORY CONTROL COORD	AICD	Unified	19	\$39,188	\$47,418	\$58,798	1
ASSISTANT CHIEF APPRAISER	CAPA	Unified	25	\$52,516	\$63,545	\$78,795	1
ASSISTANT CHIEF DEPUTY	CDPA	Unified	32	\$73,895	\$89,414	\$110,873	1
ASSISTANT CHIEF INTAKE OFFICER	JCIA	Unified	23	\$47,634	\$57,637	\$71,470	1
ASSISTANT CHIEF JAILER	CJLA	Unified	32	\$73,895	\$89,414	\$110,873	1
ASSISTANT CHIEF OF POLICE	CPOA	Unified	37	\$94,311	\$114,117	\$141,505	1
ASSISTANT COUNTY ADMINISTRATOR	CADA	Unified	39	\$103,978	\$125,814	\$158,009	1
ASSISTANT DISTRICT ATTORNEY	DAAS	Unified	29	\$63,834	\$77,239	\$95,776	8
ASSISTANT EMS DIRECTOR	EMSA	Unified	32	\$73,895	\$89,414	\$110,873	1
ASSISTANT FINANCE DIRECTOR	FNDA	Unified	33	\$77,590	\$93,884	\$116,416	1
ASSISTANT LIBRARY DIRECTOR	LBAD	Unified	31	\$70,377	\$85,156	\$105,593	1
ASSISTANT PUBLIC WORKS DIRECTOR	PWDA	Unified	34	\$81,470	\$98,578	\$122,237	1
ASSISTANT SHIFT SUPERVISOR	EMAS	Unified	25	\$52,516	\$63,545	\$78,795	4
ASSISTANT SUPV OF ELECTIONS	SOEA	Unified	25	\$52,516	\$63,545	\$78,795	1
ASSOCIATE JUDGE	ASJD	Unified	40	\$109,177	\$132,105	\$163,810	1
ASST DIRECTOR OF FACILITIES MANAGEMENT	FMDA	Unified	31	\$70,377	\$85,156	\$105,593	1

**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
ASST HR DIRECTOR	AHRD	Unified	33	\$77,590	\$93,884	\$118,416	1
AUDITOR	AUDT	Unified	17	\$35,545	\$43,009	\$53,332	2
<b>B</b>							
BUILDING MAINTENANCE SUPT	B MSP	Unified	18	\$37,322	\$45,160	\$55,998	4
<b>C</b>							
CAPTAIN	CAPT	Unified	28	\$60,794	\$73,561	\$91,215	15
CASE MANAGER (DR&G)	DRCM	Unified	29	\$63,834	\$77,239	\$95,776	1
COBR-DR GRANTS ASSISTANT	DRAS	Unified	19	\$39,188	\$47,418	\$58,798	1
CHIEF APPRAISER	CAPR	Unified	32	\$73,895	\$89,414	\$110,873	1
CHIEF DEPUTY	CDPY	Unified	38	\$99,027	\$119,823	\$148,580	1
CHIEF DEPUTY CLERK	CDCK	Unified	32	\$73,895	\$89,414	\$110,873	1
CHIEF JAILER	CJLR	Unified	37	\$94,311	\$114,117	\$141,505	1
CIRCULATION MANAGER	LBCM	Unified	18	\$37,322	\$45,160	\$55,998	3
CLERK DISPATCHER	CLDP	Unified	15	\$32,240	\$39,011	\$48,373	4
COMMUNITY SERVICE SUPERVISOR	CMSP	Unified	10	\$27,050	\$30,566	\$37,902	5
CONSTRUCTION /MAINTENANCE MGR	CONM	Unified	22	\$45,365	\$54,892	\$68,066	3
CONSTRUCTION /MAINTENANCE SUPE	CONS	Unified	20	\$41,148	\$49,789	\$61,738	3
CORPORAL	CORP	Unified	21	\$43,205	\$52,278	\$64,825	14
COUNTY CLERK	CCLK	Unified	35	\$85,543	\$103,507	\$128,349	1
COURT CASE COORDINATOR	CCCD	Unified	19	\$39,188	\$47,418	\$58,798	2
COURT CASE MANAGER	CCMR	Unified	23	\$47,634	\$57,637	\$71,470	1
COURT CLERK	CTCP	Unified	12	\$27,850	\$33,699	\$41,787	1
COURT CLERK SUPERVISOR	CTCS	Unified	21	\$43,205	\$52,278	\$64,825	2
COURT SECURITY OFFICER	CSOR	Unified	11	\$27,431	\$32,094	\$39,797	1
COURT SECURITY OFFICER-PART TIME	CSOP	Unified	11	\$27,431	\$32,094	\$39,797	18
CUSTODIAL SUPERVISOR	CUSS	Unified	18	\$37,322	\$45,160	\$55,998	1
CUSTODIAN	CUSD	Unified	10	\$27,050	\$30,566	\$37,902	18
CUSTODIAN II	CUS2	Unified	12	\$27,850	\$33,699	\$41,787	3
<b>D</b>							
DA CHIEF MANAGER	DAAC	Unified	24	\$50,015	\$60,519	\$75,043	1
DELINQUENT TAX COORDINATOR	TXDC	Unified	19	\$39,188	\$47,418	\$58,798	2
DEPUTY	DEPP	Unified	19	\$39,188	\$47,418	\$58,798	33
DEPUTY CHIEF INVESTIGATOR	INVD	Unified	28	\$60,794	\$73,561	\$91,215	1
DEPUTY COUNTY CLERK	CCLD	Unified	24	\$50,015	\$60,519	\$75,043	1

**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
DEPUTY-PART TIME	DEPT	Unified	19	\$39,188	\$47,418	\$58,798	10
DEPUTY-REG PART TIME	DEPR	Unified	19	\$39,188	\$47,418	\$58,798	1
DETENTION OFFICER	DTOP	Unified	19	\$39,188	\$47,418	\$58,798	133
DETENTION OFFICER-PART TIME	DTPPT	Unified	19	\$39,188	\$47,418	\$58,798	17
DRG DIRECTOR (DR&G)	DRDR	Unified	34	\$81,470	\$98,578	\$122,237	1

**E**

EMS DIRECTOR	EMSD	Unified	35	\$85,543	\$103,507	\$128,349	1
EMS TRAINING OFFICER	EMST	Unified	28	\$60,794	\$73,561	\$91,215	1
EMT ADVANCE	EMTA	Unified	18	\$37,322	\$45,160	\$55,998	8
EMT ADVANCE-PART TIME	EMPA	Unified	18	\$37,322	\$45,160	\$55,998	5
EMT BASIC	EMTB	Unified	16	\$33,852	\$40,961	\$50,792	2
EMT BASIC-PART TIME	EMPB	Unified	16	\$33,852	\$40,961	\$50,792	13
EMT INTERMEDIATE-PART TIME	EMPI	Unified	17	\$35,545	\$43,009	\$53,332	4
ENGINEERING AIDE II	EGA2	Unified	19	\$39,188	\$47,418	\$58,798	2
ENGINEERING MANAGER	EGPJ	Unified	33	\$77,590	\$93,884	\$116,416	1
ENGINEERING SPECIALIST	EGSP	Unified	25	\$52,516	\$63,545	\$78,795	1
ENVIRONMENTAL CONTROL MANAGER	ENCM	Unified	26	\$55,142	\$66,722	\$82,735	1
ENVIRONMENTAL CONTROL TECH	ENCT	Unified	19	\$39,188	\$47,418	\$58,798	3
EQUIPMENT OPERATOR	EQUO	Unified	12	\$27,850	\$33,699	\$41,787	8

**F**

FACILITIES MANAGEMENT DIRECTOR	FMDR	Unified	35	\$85,543	\$103,507	\$128,349	1
FACILITIES TECHNICIAN	FCT2	Unified	17	\$35,545	\$43,009	\$53,332	4
FINANCE DIRECTOR	FNDR	Unified	37	\$94,311	\$114,117	\$141,905	1
FRAUD COURT COORDINATOR	FCCR	Unified	14	\$30,705	\$37,153	\$46,070	1

**G**

GRANT COORDINATOR/OFFICE ASST	GCOA	Unified	18	\$37,322	\$45,160	\$55,998	1
GRANTS ANALYST (DR&G)	DRGA	Unified	29	\$63,834	\$77,239	\$95,776	2
GROUNDS MAINTENANCE TECHNICIAN	GRMT	Unified	10	\$27,050	\$30,566	\$37,902	1

**H**

HEAVY EQUIPMENT OPERATOR I	HEOP	Unified	15	\$32,240	\$39,011	\$48,373	4
HEAVY EQUIPMENT OPERATOR II	HEO2	Unified	18	\$37,322	\$45,160	\$55,998	8
HOUSING CONSTRUCTION MANAGER (	DRHM	Unified	25	\$52,516	\$63,545	\$78,795	1
HOUSING SPECIALIST (DR&G)	DRHS	Unified	21	\$43,205	\$52,278	\$64,825	1
HR ADMINISTRATIVE COORDINATOR	HRAC	Unified	16	\$33,852	\$40,961	\$50,792	2



**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
HR CLERK	HRCK	Unified	11	\$27,431	\$32,094	\$39,797	1
HR DIRECTOR	HRDR	Unified	37	\$94,311	\$114,117	\$141,505	1
HR SPECIALIST (LIBRARY)	HRSL	Unified	18	\$37,322	\$45,160	\$55,998	1
HR SPECIALIST I	HRSP	Unified	20	\$41,148	\$49,789	\$61,738	1
HR SPECIALIST II	HRSE	Unified	23	\$47,634	\$57,637	\$71,470	3
<b>I</b>							
INTAKE OFFICER	ICIO	Unified	22	\$45,365	\$54,892	\$68,066	1
INVESTIGATOR	INVS	Unified	25	\$52,516	\$63,545	\$78,795	13
<b>J</b>							
JUDICIAL SECURITY OFFICER	JSOR	Unified	11	\$27,431	\$32,094	\$39,797	2
JUDICIAL SECURITY OFFICER-PART TIME	JSRP	Unified	11	\$27,431	\$32,094	\$39,797	2
JUVENILE COURT CLERK	JCCC	Unified	24	\$50,015	\$60,519	\$75,043	1
<b>L</b>							
LABORER	LABR	Unified	11	\$27,431	\$32,094	\$39,797	12
LANDFILL SUPERVISOR	LFSP	Unified	20	\$41,148	\$49,789	\$61,738	2
LAW CLERK	LLCP	Unified	19	\$39,188	\$47,418	\$58,798	1
LEGAL ASSISTANT	LGAS	Unified	25	\$52,516	\$63,545	\$78,795	1
LEGAL NAVIGATOR	LLNV	Unified	22	\$45,365	\$54,892	\$68,066	2
LEGAL NAVIGATOR-PART TIME	LLNP	Unified	22	\$45,365	\$54,892	\$68,066	1
LEGAL SECRETARY	LGSC	Unified	15	\$32,240	\$39,011	\$48,373	17
LF OPERATIONS MANAGER	LFOM	Unified	22	\$45,365	\$54,892	\$68,066	1
LIBRARIAN	LBRN	Unified	24	\$50,015	\$60,519	\$75,043	2
LIBRARY ASSISTANT	LBAS	Unified	11	\$27,431	\$32,094	\$39,797	17
LIBRARY ASSISTANT-PART TIME	LBAP	Unified	11	\$27,431	\$32,094	\$39,797	10
LIBRARY DIRECTOR	LBDR	Unified	37	\$94,311	\$114,117	\$141,505	1
LIEUTENANT	LIEJ	Unified	25	\$52,516	\$63,545	\$78,795	13
LIEUTENANT EXEMPT	LIEE	Unified	25	\$52,516	\$63,545	\$78,795	10
<b>M</b>							
MAIL CLERK	MLCL	Unified	10	\$27,050	\$30,566	\$37,902	1
MAIL CLERK-PART TIME	MLCR	Unified	10	\$27,050	\$30,566	\$37,902	1
MAINTENANCE SUPERVISOR	BMSR	Unified	20	\$41,148	\$49,789	\$61,738	1
MECHANIC I	MEC1	Unified	16	\$33,852	\$40,961	\$50,792	1
MECHANIC II	MEC2	Unified	17	\$35,545	\$43,009	\$53,332	1
MECHANIC III	MEC3	Unified	18	\$37,322	\$45,160	\$55,998	3

**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
<b>N</b>							
NETWORK SPECIALIST	NTSP	Unified	24	\$50,015	\$60,519	\$75,043	2
<b>P</b>							
PARAMEDIC	EMSP	Unified	21	\$43,205	\$52,278	\$64,825	23
PARAMEDIC LEVEL II	EMS2	Unified	23	\$47,634	\$57,637	\$71,470	5
PARAMEDIC LEVEL II/FTO	EMSF	Unified	23	\$47,634	\$57,637	\$71,470	5
PARAMEDIC/FTO	EMPF	Unified	21	\$43,205	\$52,278	\$64,825	3
PARAMEDIC-PART TIME	EMPP	Unified	21	\$43,205	\$52,278	\$64,825	7
PARKS & GARDEN COORDINATOR	PGCD	Unified	19	\$39,188	\$47,418	\$58,798	1
PATROL OFFICER	PATP	Unified	19	\$39,188	\$47,418	\$58,798	20
PATROL OFFICER (LIB)	PAPT	Unified	19	\$39,188	\$47,418	\$58,798	1
PAYROLL COORDINATOR	PAYC	Unified	19	\$39,188	\$47,418	\$58,798	1
PERSONAL PROPERTY MANAGER	PPMG	Unified	22	\$45,365	\$54,892	\$68,066	1
PRINCIPAL APPRAISER	APPP	Unified	21	\$43,205	\$52,278	\$64,825	1
PRINCIPAL COURT CLERK	PCCL	Unified	16	\$33,852	\$40,961	\$50,792	12
PROBATION OFFICER	JCPO	Unified	18	\$37,322	\$45,160	\$55,998	4
PROCUREMENT SPECIALIST	PCSP	Unified	20	\$41,148	\$49,789	\$61,738	1
PROGRAM MANAGER (DR&G)	DRPM	Unified	31	\$70,377	\$85,156	\$105,593	2
PUBLIC INFORMATION OFFICER	PIOF	Unified	30	\$67,025	\$81,101	\$100,565	1
PUBLIC INFORMATION REPRESENTATIVE	PIRP	Unified	11	\$27,431	\$32,094	\$39,797	1
PUBLIC WORKS DIRECTOR	PWDR	Unified	38	\$99,027	\$119,623	\$148,560	1
<b>R</b>							
REAL PROPERTY DATA CLERK	RPDC	Unified	13	\$29,243	\$35,384	\$43,876	1
<b>S</b>							
SENIOR ACCOUNTING SUPERVISOR	SACS	Unified	25	\$52,516	\$63,545	\$78,795	1
SENIOR APPRAISER	APPS	Unified	19	\$39,188	\$47,418	\$58,798	2
SENIOR ASST DISTRICT ATTORNEY	DASR	Unified	32	\$73,895	\$89,414	\$110,873	2
SENIOR AUDITOR	AUDS	Unified	19	\$39,188	\$47,418	\$58,798	1
SENIOR BRANCH MANAGER	LBSM	Unified	28	\$60,794	\$73,561	\$91,215	2
SENIOR BUILDING MAINTENANCE SUPT.	BMSS	Unified	20	\$41,148	\$49,789	\$61,738	3
SENIOR CLERK DISPATCHER	CLDS	Unified	17	\$35,545	\$43,009	\$53,332	2
SENIOR COURT CLERK	SOCL	Unified	14	\$30,705	\$37,153	\$46,070	13
SENIOR COURT CLERK-PART TIME	SCCP	Unified	15	\$32,240	\$39,011	\$48,373	1
SENIOR ENGINEERING AIDE	EGSR	Unified	21	\$43,205	\$52,278	\$64,825	1

**Proposed Class List By Title**

**Dougherty County, GA**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
SENIOR INTAKE OFFICER	JCSI	Unified	24	\$50,015	\$60,519	\$75,043	1
SENIOR LIBRARIAN	LBSR	Unified	28	\$60,794	\$73,561	\$91,215	2
SENIOR LIBRARY ASSISTANT	LBSA	Unified	15	\$32,240	\$39,011	\$48,373	4
SENIOR TAG & TITLE TECHNICIAN	TTTS	Unified	16	\$33,852	\$40,961	\$50,792	3
SENIOR TAX CLERK	TXSR	Unified	14	\$30,705	\$37,153	\$46,070	8
SENIOR TECHNICAL SERVICES SPEC	LBST	Unified	21	\$43,205	\$52,278	\$64,825	1
SERGEANT	SERG	Unified	23	\$47,634	\$57,637	\$71,470	32
SHIFT SUPERVISOR	EMSS	Unified	28	\$60,794	\$73,561	\$91,215	4
SHOP MANAGER	PWSM	Unified	22	\$45,365	\$54,892	\$68,066	1
SOLID WASTE DIRECTOR	SWDR	Unified	35	\$85,543	\$103,507	\$128,349	1
SUPERVISOR OF ELECTIONS	SOEL	Unified	35	\$85,543	\$103,507	\$128,349	1
SUPPORT SERVICES DIRECTOR	SSDR	Unified	31	\$70,377	\$85,156	\$105,893	1
SYSTEMS ANALYST	SYAN	Unified	22	\$45,365	\$54,892	\$68,066	2

**T**

TAG & TITLE TECHNICIAN	TTTT	Unified	14	\$30,705	\$37,153	\$46,070	5
TAX DIRECTOR	TXDR	Unified	36	\$89,820	\$108,683	\$134,767	1
TECHNICAL SERVICES SPECIALIST	LBTS	Unified	19	\$39,188	\$47,418	\$58,788	1
TRUCK DRIVER	TRDR	Unified	13	\$29,243	\$35,384	\$43,876	4

**V**

VICTIM ADVOCATE	VCAD	Unified	13	\$29,243	\$35,384	\$43,876	8
VIDEO TECHNOLOGY COORDINATOR	VTCO	Unified	21	\$43,205	\$52,278	\$64,825	1
VOTER REGISTRATION SPECIALIST	VRSP	Unified	17	\$35,545	\$43,009	\$53,332	3

**W**

WAREHOUSE SUPERVISOR	WHSP	Unified	17	\$35,545	\$43,009	\$53,332	1
WAREHOUSE WORKER	WHWR	Unified	10	\$27,050	\$30,566	\$37,902	1
WEB MASTER	LBWM	Unified	18	\$37,322	\$45,160	\$55,998	1
WEIGHMASTER	WGHM	Unified	12	\$27,850	\$33,699	\$41,787	2
WELDER	WELD	Unified	18	\$37,322	\$45,160	\$55,998	1

179 Job Classes

**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan		Unified	Annual Range		
Grade			Min	Mid	Max
Proposed Class Title	Original Title	Working Title			
<b>30</b>			<b>\$17,050</b>	<b>\$30,598</b>	<b>\$37,902</b>
ADMINISTRATIVE CLERK	ADMINISTRATIVE CLERK		21,851	26,621	32,430
COMMUNITY SERVICE SUPERVISOR	COMMUNITY SERVICE SUPERVISOR		17,917	21,901	26,680
CUSTOMER	CUSTOMER		21,851	26,621	32,430
GROUND MAINTENANCE TECHNICIAN	GROUND MAINTENANCE TECHNICIAN		21,851	26,621	32,430
MAIL CLERK	MAIL CLERK		21,851	26,621	32,430
MAIL CLERK-PART TIME	REG-PT MAIL CLERK		21,851	26,621	32,430
WAREHOUSE WORKER	WAREHOUSE WORKER		21,851	26,621	32,430
<b>31</b>			<b>\$17,631</b>	<b>\$32,094</b>	<b>\$39,797</b>
COURT SECURITY OFFICER	REG-PT COURT SECURITY OFFICER		21,851	26,621	32,430
COURT SECURITY OFFICER-PART TIME	PART TIME COURT SECURITY OFFICER		21,851	26,621	32,430
HR CLERK	HR CLERK		21,851	26,621	32,430
JUDICIAL SECURITY OFFICER	JUDICIAL SECURITY OFFICER		21,851	26,621	32,430
JUDICIAL SECURITY OFFICER-PART TIME	REG-PT JUDICIAL SECURITY OFFICER		21,851	26,621	32,430
LABORER	LABORER		21,851	26,621	32,430
LIBRARY ASSISTANT	LIBRARY ASSISTANT		21,851	26,621	32,430
LIBRARY ASSISTANT-PART TIME	PART TIME LIBRARY ASSISTANT		21,851	26,621	32,430
PUBLIC INFORMATION REPRESENTATIVE	PUBLIC INFORMATION REPRESENTATIVE		21,851	26,621	32,430
<b>32</b>			<b>\$17,950</b>	<b>\$33,938</b>	<b>\$41,787</b>
ADMINISTRATIVE SECRETARY	ADMINISTRATIVE SECRETARY		24,081	28,350	33,785
COURT CLERK	PART TIME COURT CLERK		22,943	27,833	34,032
CUSTOMER II	CUSTOMER II		24,081	28,350	33,785
EQUIPMENT OPERATOR	EQUIPMENT OPERATOR		24,081	28,350	33,785
WEIGHMASTER	WEIGHMASTER		24,081	28,350	33,785
<b>33</b>			<b>\$19,263</b>	<b>\$35,394</b>	<b>\$43,678</b>
ADMINISTRATIVE ASSISTANT-PART TIME	PART TIME ADMINISTRATIVE ASST		27,868	33,676	41,390
REAL PROPERTY DATA CLERK	PART TIME REAL PROPERTY DATA C		28,560	32,358	38,418
TRUCK DRIVER	TRUCK DRIVER		24,081	28,350	33,785
VICTIM ADVOCATE	VICTIM ADVOCATE		24,081	28,350	33,785
<b>34</b>			<b>\$30,705</b>	<b>\$37,153</b>	<b>\$48,070</b>

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**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan: Unified		Annual Range			
Grade		Min	Mid	Max	
Proposed Class Title	Original Title	Working Title			
<b>24</b>					
ACCOUNTING CLERK	ACCOUNTING CLERK		26,560	32,358	38,419
ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT		27,888	33,978	41,390
ANIMAL CONTROL AGENT	ANIMAL CONTROL AGENT		26,560	32,358	38,419
ASSET/INVENTORY CONTROL CLERK	ASSET/INVENTORY CONTROL CLERK		27,888	33,978	41,390
FRAUD COURT COORDINATOR	FRAUD COURT COORDINATOR		27,888	33,978	41,390
SENIOR COURT CLERK	SENIOR COURT CLERK		25,285	30,817	37,542
SENIOR TAX CLERK	SENIOR TAX CLERK		25,285	30,817	37,542
TAG & TITLE TECHNICIAN	TAG & TITLE TECHNICIAN		25,285	30,817	37,542
<b>25</b>					
CLERK DISPATCHER	CLERK DISPATCHER		26,560	32,358	38,419
HEAVY EQUIPMENT OPERATOR I	HEAVY EQUIPMENT OPERATOR		26,560	32,358	38,419
LEGAL SECRETARY	LEGAL SECRETARY		27,888	33,978	41,390
SENIOR COURT CLERK PART TIME	PART TIME SENIOR COURT CLERK		25,285	30,817	37,542
SENIOR LIBRARY ASSISTANT	SENIOR LIBRARY ASSISTANT		24,081	29,350	35,755
<b>26</b>					
ACCOUNTING TECHNICIAN	ACCOUNTING TECHNICIAN		29,282	35,875	43,460
EMT BASIC	EMT BASIC		30,545	37,210	45,331
EMT BASIC-PART TIME	PART TIME EMT BASIC		30,545	37,210	45,331
HR ADMINISTRATIVE COORDINATOR	HR ADMINISTRATIVE COORDINATOR		29,282	35,875	43,460
MECHANIC I	MECHANIC I		24,081	29,350	35,755
PRINCIPAL COURT CLERK	PRINCIPAL COURT CLERK		27,888	33,978	41,390
SENIOR TAG & TITLE TECHNICIAN	SENIOR TAG & TITLE TECHNICIAN		27,888	33,978	41,390
<b>27</b>					
ADMINISTRATIVE SPECIALIST	ADMINISTRATIVE SPECIALIST		22,284	28,222	47,815
APPRAISER	APPRAISER		26,560	32,358	38,419
AUDITOR	AUDITOR		27,888	33,978	41,390
EMT INTERMEDIATE-PART TIME	PART TIME EMT INTERMEDIATE		22,072	28,071	47,897
FACILITIES TECHNICIAN	FACILITIES TECHNICIAN D		26,560	32,358	38,419
MECHANIC B	MECHANIC B		26,560	32,358	38,419
SENIOR CLERK DISPATCHER	SENIOR CLERK DISPATCHER		28,282	35,875	43,460
VOTER REGISTRATION SPECIALIST	VOTER REGISTRATION SPECIALIST		23,888	41,288	50,311
WAREHOUSE SUPERVISOR	WAREHOUSE SUPERVISOR		22,284	28,222	47,815

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**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan: Unified		Annual Range		
Grade		Min	Mid	Max
Proposed Class Title	Original Title	Working Title		
<b>47</b>			<b>\$30,845</b>	<b>\$43,000</b>
				<b>\$53,392</b>
<b>48</b>			<b>\$37,322</b>	<b>\$45,100</b>
				<b>\$55,628</b>
BUILDING MAINTENANCE SUPT	BUILDING MAINTENANCE SUPERVISOR		32,284	39,332
CIRCULATION MANAGER	CIRCULATION MANAGER		32,284	39,332
CUSTOMER SUPERVISOR	CUSTOMER SUPERVISOR		32,284	39,332
EMT ADVANCE	EMT ADVANCE		33,876	41,025
EMT ADVANCE-PART TIME	PART TIME EMT ADVANCE		33,876	41,025
GRANT COORDINATOR/OFFICE ASST	GRANT COORDINATOR/OFFICE ASST		32,284	39,332
HEAVY EQUIPMENT OPERATOR II	HEAVY EQUIPMENT OPERATOR II		30,748	37,459
HR SPECIALIST (LIBRARY)	HR SPECIALIST (LIBRARY)		32,284	39,332
MEDICINE II	MEDICINE II		29,282	35,875
PROBATION OFFICER	PROBATION OFFICER		33,876	41,025
WEB MASTER	WEB MASTER		32,284	39,332
WELDER	WELDER		29,282	35,875
<b>49</b>			<b>\$39,199</b>	<b>\$47,619</b>
				<b>\$58,729</b>
ACCOUNTANT I	ACCOUNTANT I		30,748	37,459
ASSET/INVENTORY CONTROL COORD	ASSET/INVENTORY CONTROL COORD		30,748	37,459
COORD GRANTS ASSISTANT	COORD GRANTS ASSISTANT		35,593	43,363
COURT CASE COORDINATOR	COURT CASE COORDINATOR		32,284	39,332
DELINQUENT TAX COORDINATOR	DELINQUENT TAX COORDINATOR		30,748	37,459
DEPUTY	DEPUTY		35,360	43,076
DEPUTY-PART TIME	PART TIME DEPUTY		35,360	43,076
DEPUTY-REG PART TIME	REG-PT DEPUTY		35,360	43,076
DETECTION OFFICER	DETECTION OFFICER		35,360	43,076
DETECTION OFFICER-PART TIME	PART TIME DETENTION OFFICER		35,360	43,076
ENGINEERING AIDE II	ENGINEERING AIDE II		30,748	37,459
ENVIRONMENTAL CONTROL TECH	ENVIRONMENTAL CONTROL TECHNIC		30,748	37,459
LAW CLERK	PART TIME LAW CLERK		35,593	43,363
PARKS & GARDEN COORDINATOR	PARKS & GARDEN COORDINATOR		33,898	41,298
PATROL OFFICER	PATROL OFFICER		35,360	43,076
PATROL OFFICER (LIB)	PART TIME PATROL OFFICER (LIB)		35,360	43,076

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**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan: Unified			Annual Range		
Grade			Min	Mid	Max
Proposed Class Title	Original Title	Working Title			
<b>29</b>			<b>\$39,288</b>	<b>\$47,418</b>	<b>\$58,788</b>
PAYROLL COORDINATOR	PAYROLL COORDINATOR		29,232	35,675	43,460
SENIOR APPRAISER	SENIOR APPRAISER		32,284	39,332	47,915
SENIOR AUDITOR	SENIOR AUDITOR		33,890	41,290	50,311
TECHNICAL SERVICES SPECIALIST	TECHNICAL SERVICES SPECIALIST		32,284	39,332	47,915
<b>30</b>			<b>\$41,148</b>	<b>\$49,788</b>	<b>\$61,738</b>
CONSTRUCTION /MAINTENANCE SUPE	CONSTRUCTION /MAINTENANCE SUPE		33,698	41,298	50,311
HR SPECIALIST I	HR SPECIALIST I		35,993	43,363	52,628
LANDFILL SUPERVISOR	LANDFILL SUPERVISOR		33,698	41,298	50,311
MAINTENANCE SUPERVISOR	BUILDING MAINTENANCE SUPERVISOR		33,698	41,298	50,311
PROCUREMENT SPECIALIST	PROCUREMENT SPECIALIST		33,698	41,298	50,311
SENIOR BUILDING MAINTENANCE SUPT.	BUILDING MAINTENANCE SUPERVISOR		32,284	39,332	47,915
<b>31</b>			<b>\$49,208</b>	<b>\$59,378</b>	<b>\$74,628</b>
ACCOUNTANT II	ACCOUNTANT II		33,698	41,298	50,311
ADMINISTRATIVE ANALYST	ADMINISTRATIVE ANALYST		37,373	45,531	55,467
ADMINISTRATIVE SUPERVISOR	ADMINISTRATIVE SUPERVISOR		37,373	45,531	55,467
CORPORAL	CORPORAL		38,804	47,491	57,855
COURT CLERK SUPERVISOR	COURT CLERK SUPERVISOR		37,373	45,531	55,467
HOUSING SPECIALIST (DRAG)	HOUSING SPECIALIST (DRAG)		37,373	45,531	55,467
PARAMEDIC	PARAMEDIC		38,804	47,491	57,855
PARAMEDIC/FTO	PARAMEDIC/FTO		38,804	47,491	57,855
PARAMEDIC/PART TIME	PART TIME PARAMEDIC		38,804	47,491	57,855
PRINCIPAL APPRAISER	PRINCIPAL APPRAISER		33,698	41,298	50,311
SENIOR ENGINEERING AIDE	SENIOR ENGINEERING AIDE		35,993	43,363	52,628
SENIOR TECHNICAL SERVICES SPEC	SENIOR TECHNICAL SERVICES SPEC		37,373	45,531	55,467
VIDEO TECHNOLOGY COORDINATOR	VIDEO TECHNOLOGY COORDINATOR		37,373	45,531	55,467
<b>32</b>			<b>\$48,988</b>	<b>\$58,608</b>	<b>\$70,008</b>
CONSTRUCTION /MAINTENANCE MGR	CONSTRUCTION /MAINTENANCE MGR		37,373	45,531	55,467
INTAKE OFFICER	INTAKE OFFICER		40,933	49,808	60,747
LEGAL NAVIGATOR	LEGAL NAVIGATOR		39,241	47,808	58,241
LEGAL NAVIGATOR-PART TIME	PART TIME LEGAL NAVIGATOR		39,241	47,808	58,241

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**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan: Unified		Annual Range		
Grade		Min	Mid	Max
Proposed Class Title	Original Title	Working Title		
		<b>\$43,908</b>	<b>\$54,692</b>	<b>\$68,068</b>
LF OPERATIONS MANAGER	LF OPERATIONS MANAGER	39,241	47,808	58,241
PERSONAL PROPERTY MANAGER	PERSONAL PROPERTY MANAGER	37,373	45,531	55,467
SHOP MANAGER	SHOP MANAGER	43,264	52,708	64,211
SYSTEMS ANALYST	SYSTEMS ANALYST	37,373	45,531	55,467
		<b>\$47,634</b>	<b>\$57,697</b>	<b>\$71,670</b>
ACCOUNTING SUPERVISOR	ACCOUNTING SUPERVISOR	37,373	45,531	55,467
ADMIN OPERATIONS MANAGER	ADMIN OPERATIONS MANAGER	39,241	47,808	58,241
APPRAISAL SYSTEM ANALYST	APPRAISAL SYSTEM ANALYST	37,373	45,531	55,467
ASSISTANT CHIEF INTAKE OFFICER	ASSISTANT CHIEF INTAKE OFFICER	42,980	52,350	63,785
COURT CASE MANAGER	COURT CASE MANAGER	39,241	47,808	58,241
HR SPECIALIST II	HR SPECIALIST II	41,203	50,198	61,153
PARAMEDIC LEVEL II	PARAMEDIC LEVEL II	42,980	52,350	63,785
PARAMEDIC LEVEL IV/PTO	PARAMEDIC LEVEL IV/PTO	42,980	52,350	63,785
SERGEANT	SERGEANT	42,980	52,350	63,785
		<b>\$50,039</b>	<b>\$60,519</b>	<b>\$75,049</b>
DA CHIEF MANAGER	DA CHIEF MANAGER	41,203	50,198	61,153
DEPUTY COUNTY CLERK	DEPUTY COUNTY CLERK	41,203	50,198	61,153
JUVENILE COURT CLERK	JUVENILE COURT CLERK	41,203	50,198	61,153
LIBRARIAN	LIBRARIAN	43,264	52,708	64,211
NETWORK SPECIALIST	NETWORK SPECIALIST	43,264	52,708	64,211
SENIOR INTAKE OFFICER	SENIOR INTAKE OFFICER	45,129	54,977	68,974
		<b>\$62,616</b>	<b>\$63,845</b>	<b>\$78,790</b>
ASSISTANT CHIEF APPRAISER	ASSISTANT CHIEF APPRAISER	45,427	58,344	67,421
ASSISTANT SHIFT SUPERVISOR	ASSISTANT SHIFT SUPERVISOR	47,285	57,728	70,323
ASSISTANT SUPV OF ELECTIONS	ASSISTANT SUPERVISOR OF ELECTIONS	45,427	58,344	67,421
ENGINEERING SPECIALIST	ENGINEERING SPECIALIST	43,264	52,708	64,211
HOUSING CONSTRUCTION MANAGER (	HOUSING CONSTRUCTION MANAGER (	45,427	58,344	67,421
INVESTIGATOR	INVESTIGATOR	47,285	57,728	70,323
LEGAL ASSISTANT	LEGAL ASSISTANT	43,264	52,708	64,211
LIEUTENANT	LIEUTENANT	47,285	57,728	70,323
LIEUTENANT EXEMPT	LIEUTENANT EXEMPT	47,285	57,728	70,323
SENIOR ACCOUNTING SUPERVISOR	SENIOR ACCOUNTING SUPERVISOR	45,427	58,344	67,421

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**Class Comparison List By Pay Plan**  
Dougherty County, GA

Proposed Pay Plan: Unified			Annual Range		
Grade			Min	Mid	Max
Proposed Class Title	Original Title	Working Title			
<b>28</b>			<b>\$52,616</b>	<b>\$53,645</b>	<b>\$78,786</b>
<b>29</b>			<b>\$55,542</b>	<b>\$56,722</b>	<b>\$82,726</b>
ENVIRONMENTAL CONTROL MANAGER	ENVIRONMENTAL CONTROL MANAGER		43,284	52,706	64,211
<b>29</b>			<b>\$60,784</b>	<b>\$73,091</b>	<b>\$81,215</b>
CAPTAIN	CAPTAIN		54,834	66,825	81,408
DEPUTY CHIEF INVESTIGATOR	DEPUTY CHIEF INVESTIGATOR		54,834	66,825	81,408
EMS TRAINING OFFICER	EMS TRAINING OFFICER		54,834	66,825	81,408
SENIOR BRANCH MANAGER	SENIOR BRANCH MANAGER		47,698	58,111	70,792
SENIOR LIBRARIAN	SENIOR LIBRARIAN		47,698	58,111	70,792
SHIFT SUPERVISOR	SHIFT SUPERVISOR		54,834	66,825	81,408
<b>29</b>			<b>\$63,694</b>	<b>\$77,298</b>	<b>\$85,778</b>
ASSISTANT DISTRICT ATTORNEY	ASSISTANT DISTRICT ATTORNEY		47,858	58,111	70,792
CASE MANAGER (DRAG)	CASE MANAGER (DRAG)		50,083	61,017	74,332
GRANTS ANALYST (DRAG)	GRANTS ANALYST (DRAG)		50,083	61,017	74,332
<b>30</b>			<b>\$67,025</b>	<b>\$81,101</b>	<b>\$100,669</b>
PUBLIC INFORMATION OFFICER	PUBLIC INFORMATION OFFICER		47,898	58,111	70,792
<b>31</b>			<b>\$70,977</b>	<b>\$85,428</b>	<b>\$105,692</b>
ASSISTANT LIBRARY DIRECTOR	ASSISTANT LIBRARY DIRECTOR		52,587	64,067	78,048
ASST DIRECTOR OF FACILITIES MANAGEMENT	ASSISTANT FACILITIES MANAGER/ENR		52,587	64,067	78,048
PROGRAM MANAGER (DRAG)	PROGRAM MANAGER (DRAG)		55,217	67,271	81,951
SUPPORT SERVICES DIRECTOR	SUPPORT SERVICES DIRECTOR		55,217	67,271	81,951
<b>32</b>			<b>\$73,896</b>	<b>\$89,414</b>	<b>\$110,673</b>
ASSISTANT CHIEF DEPUTY	ASSISTANT CHIEF DEPUTY		66,670	81,228	98,951
ASSISTANT CHIEF JAILER	ASSISTANT CHIEF JAILER		66,670	81,228	98,951
ASSISTANT DAS DIRECTOR	ASSISTANT DAS DIRECTOR		66,670	81,228	98,951
CHIEF APPRAISER	CHIEF APPRAISER		63,820	77,875	94,660
CHIEF DEPUTY CLERK	CHIEF DEPUTY CLERK		55,217	67,271	81,951
SENIOR ASST DISTRICT ATTORNEY	SENIOR ASSISTANT DISTRICT ATTY		52,587	64,067	78,048
<b>33</b>			<b>\$77,590</b>	<b>\$93,694</b>	<b>\$116,418</b>
ASSISTANT FINANCE DIRECTOR	ASSISTANT FINANCE DIRECTOR		55,217	67,271	81,951
ASST HR DIRECTOR	ASST HR DIRECTOR		55,217	67,271	81,951

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**Class Comparison List By Pay Plan  
Dougherty County, GA**

Proposed Pay Plan: Unified		Annual Range			
Grade		Min	Mid	Max	
Proposed Class Title	Original Title	Working Title			
<b>39</b>			<b>\$17,690</b>	<b>\$23,684</b>	<b>\$118,418</b>
ENGINEERING MANAGER	ENGINEERING MANAGER		55,217	67,271	81,951
<b>34</b>			<b>\$81,470</b>	<b>\$83,578</b>	<b>\$124,287</b>
ASSISTANT PUBLIC WORKS DIRECTOR	ASSISTANT PUBLIC WORKS DIRECTOR		57,977	70,634	86,048
DRG DIRECTOR (DRAG)	DRG DIRECTOR (DRAG)		57,977	70,634	86,048
<b>32</b>			<b>\$85,648</b>	<b>\$108,807</b>	<b>\$128,848</b>
COUNTY CLERK	COUNTY CLERK		60,876	74,168	90,351
EMS DIRECTOR	EMS DIRECTOR		77,188	94,030	114,849
FACILITIES MANAGEMENT DIRECTOR	FACILITIES MANAGEMENT DIRECTOR		60,876	74,168	90,351
SOLID WASTE DIRECTOR	SOLID WASTE DIRECTOR		60,876	74,168	90,351
SUPERVISOR OF ELECTIONS	SUPERVISOR OF ELECTIONS		60,876	74,168	90,351
<b>30</b>			<b>\$90,620</b>	<b>\$108,683</b>	<b>\$134,787</b>
TAX DIRECTOR	TAX DIRECTOR		67,116	81,768	98,612
<b>27</b>			<b>\$94,211</b>	<b>\$114,117</b>	<b>\$141,800</b>
ASSISTANT CHIEF OF POLICE	ASSISTANT CHIEF OF POLICE		81,045	98,731	120,276
CHIEF JAILER	CHIEF JAILER		81,045	98,731	120,276
FINANCE DIRECTOR	FINANCE DIRECTOR		63,820	77,875	94,668
HR DIRECTOR	HR DIRECTOR		63,820	77,875	94,668
LIBRARY DIRECTOR	LIBRARY DIRECTOR		63,820	77,875	94,668
<b>28</b>			<b>\$99,027</b>	<b>\$119,623</b>	<b>\$148,580</b>
CHIEF DEPUTY	CHIEF DEPUTY		85,098	103,668	126,290
PUBLIC WORKS DIRECTOR	PUBLIC WORKS DIRECTOR		67,116	81,768	98,612
<b>29</b>			<b>\$103,678</b>	<b>\$125,614</b>	<b>\$156,000</b>
ASSISTANT COUNTY ADMINISTRATOR	ASSISTANT COUNTY ADMINISTRATOR		73,990	90,150	109,822
<b>40</b>			<b>\$108,177</b>	<b>\$129,108</b>	<b>\$169,810</b>
ASSOCIATE JUDGE	ASSOCIATE JUDGE		0	0	0

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**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
<b>Unified</b>						
<b>10</b>		<b>\$27,050</b>	<b>\$30,566</b>	<b>\$37,902</b>	<b>\$13.00</b>	<b>\$14.70</b>
ADCL	ADMINISTRATIVE CLERK					
CMSP	COMMUNITY SERVICE SUPERVISOR					
CUSD	CUSTODIAN					
GRMT	GROUNDS MAINTENANCE TECHNICIAN					
MLCL	MAIL CLERK					
MLCR	MAIL CLERK-PART TIME					
WHWR	WAREHOUSE WORKER					
<b>11</b>		<b>\$27,431</b>	<b>\$32,064</b>	<b>\$39,797</b>	<b>\$13.19</b>	<b>\$15.43</b>
CSOR	COURT SECURITY OFFICER					
CSOP	COURT SECURITY OFFICER-PART TIME					
HRCK	HR CLERK					
JSOR	JUDICIAL SECURITY OFFICER					
JSRP	JUDICIAL SECURITY OFFICER-PART TIME					
LABR	LABORER					
LBAS	LIBRARY ASSISTANT					
LBAP	LIBRARY ASSISTANT-PART TIME					
PIRP	PUBLIC INFORMATION REPRESENTATIVE					
<b>12</b>		<b>\$27,860</b>	<b>\$33,669</b>	<b>\$41,787</b>	<b>\$13.39</b>	<b>\$16.20</b>
ADSC	ADMINISTRATIVE SECRETARY					
CTCP	COURT CLERK					
CUS2	CUSTODIAN II					
EQUO	EQUIPMENT OPERATOR					
WGHM	WEIGHMASTER					
<b>13</b>		<b>\$29,243</b>	<b>\$35,584</b>	<b>\$43,876</b>	<b>\$14.06</b>	<b>\$17.01</b>
ADAP	ADMINISTRATIVE ASSISTANT-PART TIME					
RPDC	REAL PROPERTY DATA CLERK					
TRDR	TRUCK DRIVER					
VCAD	VICTIM ADVOCATE					
<b>14</b>		<b>\$30,706</b>	<b>\$37,153</b>	<b>\$46,070</b>	<b>\$14.78</b>	<b>\$17.88</b>
ACCL	ACCOUNTING CLERK					
ADAS	ADMINISTRATIVE ASSISTANT					
ACAG	ANIMAL CONTROL AGENT					
AICC	ASSET/INVENTORY CONTROL CLERK					
FCCR	FRAUD COURT COORDINATOR					
SCCL	SENIOR COURT CLERK					
TISR	SENIOR TAX CLERK					
TTTT	TAG & TITLE TECHNICIAN					
<b>15</b>		<b>\$32,240</b>	<b>\$39,011</b>	<b>\$48,373</b>	<b>\$15.50</b>	<b>\$18.76</b>
CLDP	CLERK DISPATCHER					
HEOP	HEAVY EQUIPMENT OPERATOR I					
LGSC	LEGAL SECRETARY					
SCCP	SENIOR COURT CLERK-PART TIME					
LBSA	SENIOR LIBRARY ASSISTANT					
<b>16</b>		<b>\$33,692</b>	<b>\$40,961</b>	<b>\$50,792</b>	<b>\$16.28</b>	<b>\$19.69</b>

**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
<b>Unified</b>						
<b>16</b>		<b>\$33,652</b>	<b>\$40,961</b>	<b>\$50,792</b>	<b>\$18.28</b>	<b>\$19.69</b>
ACCT	ACCOUNTING TECHNICIAN					
EMTB	EMT BASIC					
EMPB	EMT BASIC-PART TIME					
HRAC	HR ADMINISTRATIVE COORDINATOR					
MEC1	MECHANIC I					
PCCL	PRINCIPAL COURT CLERK					
TTTS	SENIOR TAG & TITLE TECHNICIAN					
<b>17</b>		<b>\$39,545</b>	<b>\$49,009</b>	<b>\$59,332</b>	<b>\$17.09</b>	<b>\$20.68</b>
ADSP	ADMINISTRATIVE SPECIALIST					
APPR	APPRAISER					
AUDT	AUDITOR					
EMPI	EMT INTERMEDIATE-PART TIME					
FCT2	FACILITIES TECHNICIAN					
MEC2	MECHANIC II					
CLDS	SENIOR CLERK DISPATCHER					
VRSP	VOTER REGISTRATION SPECIALIST					
WHSP	WAREHOUSE SUPERVISOR					
<b>18</b>		<b>\$37,322</b>	<b>\$45,160</b>	<b>\$55,998</b>	<b>\$17.94</b>	<b>\$21.71</b>
BMSP	BUILDING MAINTENANCE SUPT					
LBCM	CIRCULATION MANAGER					
CUSS	CUSTODIAL SUPERVISOR					
EMTA	EMT ADVANCE					
EMPA	EMT ADVANCE-PART TIME					
GOOA	GRANT COORDINATOR/OFFICE ASST					
HEO2	HEAVY EQUIPMENT OPERATOR II					
HRSL	HR SPECIALIST (LIBRARY)					
MEC3	MECHANIC III					
JCPO	PROBATION OFFICER					
LSWM	WEB MASTER					
WELD	WELDER					
<b>19</b>		<b>\$39,168</b>	<b>\$47,418</b>	<b>\$58,788</b>	<b>\$18.84</b>	<b>\$22.80</b>
ACC1	ACCOUNTANT I					
AICD	ASSET/INVENTORY CONTROL COORD					
DRAS	COBR-OR GRANTS ASSISTANT					
COCD	COURT CASE COORDINATOR					
TXDC	DELINQUENT TAX COORDINATOR					
DEPP	DEPUTY					
DEPT	DEPUTY-PART TIME					
DEPR	DEPUTY-REG PART TIME					
DTOP	DETENTION OFFICER					
DTPT	DETENTION OFFICER-PART TIME					
EGA2	ENGINEERING AIDE II					
ENCT	ENVIRONMENTAL CONTROL TECH					
LLCP	LAW CLERK					
PGCD	PARKS & GARDEN COORDINATOR					
PATP	PATROL OFFICER					

**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
<b>Unified</b>						
<b>19</b>		<b>\$39,188</b>	<b>\$47,418</b>	<b>\$58,788</b>	<b>\$18.84</b>	<b>\$22.80</b>
PAPT	PATROL OFFICER (LIB)					
PAYC	PAYROLL COORDINATOR					
APPS	SENIOR APPRAISER					
AUDS	SENIOR AUDITOR					
LBTS	TECHNICAL SERVICES SPECIALIST					
<b>20</b>		<b>\$41,148</b>	<b>\$49,789</b>	<b>\$61,738</b>	<b>\$19.78</b>	<b>\$23.94</b>
CONS	CONSTRUCTION /MAINTENANCE SUPE					
HRSP	HR SPECIALIST I					
LFSP	LANDFILL SUPERVISOR					
BMSR	MAINTENANCE SUPERVISOR					
PCSP	PROCUREMENT SPECIALIST					
BMSS	SENIOR BUILDING MAINTENANCE SUPT.					
<b>21</b>		<b>\$43,205</b>	<b>\$52,278</b>	<b>\$64,825</b>	<b>\$20.77</b>	<b>\$25.13</b>
ACC2	ACCOUNTANT II					
ADAN	ADMINISTRATIVE ANALYST					
ADSR	ADMINISTRATIVE SUPERVISOR					
CORP	CORPORAL					
CTCS	COURT CLERK SUPERVISOR					
DRHS	HOUSING SPECIALIST (DR&G)					
EMSP	PARAMEDIC					
EMPF	PARAMEDIC/FTO					
EMPP	PARAMEDIC-PART TIME					
APPP	PRINCIPAL APPRAISER					
EGSR	SENIOR ENGINEERING AIDE					
LBST	SENIOR TECHNICAL SERVICES SPEC					
VTCO	VIDEO TECHNOLOGY COORDINATOR					
<b>22</b>		<b>\$45,385</b>	<b>\$54,892</b>	<b>\$68,066</b>	<b>\$21.81</b>	<b>\$26.39</b>
CONM	CONSTRUCTION /MAINTENANCE MGR					
JCIO	INTAKE OFFICER					
LLNV	LEGAL NAVIGATOR					
LLNP	LEGAL NAVIGATOR-PART TIME					
LFOM	LF OPERATIONS MANAGER					
PPMG	PERSONAL PROPERTY MANAGER					
PWSM	SHOP MANAGER					
SYAN	SYSTEMS ANALYST					
<b>23</b>		<b>\$47,634</b>	<b>\$57,637</b>	<b>\$71,470</b>	<b>\$22.80</b>	<b>\$27.71</b>
ACSP	ACCOUNTING SUPERVISOR					
LFOA	ADMIN OPERATIONS MANAGER					
APSA	APPRAISAL SYSTEM ANALYST					
JCA	ASSISTANT CHIEF INTAKE OFFICER					
CCMR	COURT CASE MANAGER					
HRS2	HR SPECIALIST II					
EMS2	PARAMEDIC LEVEL II					
EMSF	PARAMEDIC LEVEL II/FTO					
SERG	SERGEANT					

**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
<b>Unified</b>						
<b>24</b>		<b>\$50,015</b>	<b>\$60,819</b>	<b>\$75,043</b>	<b>\$24.06</b>	<b>\$28.10</b>
DAAC	DA CHIEF MANAGER					
CCLD	DEPUTY COUNTY CLERK					
JCCC	JUVENILE COURT CLERK					
LBRN	LIBRARIAN					
NTSP	NETWORK SPECIALIST					
JCSI	SENIOR INTAKE OFFICER					
<b>25</b>		<b>\$62,516</b>	<b>\$68,545</b>	<b>\$78,795</b>	<b>\$28.28</b>	<b>\$30.55</b>
CAPA	ASSISTANT CHIEF APPRAISER					
EMAS	ASSISTANT SHIFT SUPERVISOR					
SOEA	ASSISTANT SUPV OF ELECTRONS					
EGSP	ENGINEERING SPECIALIST					
DRHM	HOUSING CONSTRUCTION MANAGER (					
DNVS	INVESTIGATOR					
LGAS	LEGAL ASSISTANT					
LIEU	LIEUTENANT					
LIEE	LIEUTENANT EXEMPT					
SACS	SENIOR ACCOUNTING SUPERVISOR					
<b>26</b>		<b>\$55,142</b>	<b>\$66,722</b>	<b>\$82,735</b>	<b>\$26.51</b>	<b>\$32.08</b>
ENCM	ENVIRONMENTAL CONTROL MANAGER					
<b>28</b>		<b>\$60,784</b>	<b>\$73,561</b>	<b>\$91,215</b>	<b>\$29.23</b>	<b>\$35.37</b>
CAPT	CAPTAIN					
INVD	DEPUTY CHIEF INVESTIGATOR					
EMST	EMS TRAINING OFFICER					
LBSM	SENIOR BRANCH MANAGER					
LBSR	SENIOR LIBRARIAN					
EMSS	SHIFT SUPERVISOR					
<b>29</b>		<b>\$63,894</b>	<b>\$77,239</b>	<b>\$95,776</b>	<b>\$30.69</b>	<b>\$37.13</b>
DAAS	ASSISTANT DISTRICT ATTORNEY					
DRCM	CASE MANAGER (DR&G)					
DRGA	GRANTS ANALYST (DR&G)					
<b>30</b>		<b>\$67,025</b>	<b>\$81,101</b>	<b>\$100,565</b>	<b>\$32.22</b>	<b>\$38.99</b>
PIOF	PUBLIC INFORMATION OFFICER					
<b>31</b>		<b>\$70,377</b>	<b>\$85,156</b>	<b>\$105,593</b>	<b>\$33.83</b>	<b>\$40.94</b>
LBAD	ASSISTANT LIBRARY DIRECTOR					
FMDA	ASST DIRECTOR OF FACILITIES MANAGEMENT					
DRPM	PROGRAM MANAGER (DR&G)					
SSDR	SUPPORT SERVICES DIRECTOR					
<b>32</b>		<b>\$73,895</b>	<b>\$89,414</b>	<b>\$110,873</b>	<b>\$35.93</b>	<b>\$42.89</b>
CDPA	ASSISTANT CHIEF DEPUTY					
CILA	ASSISTANT CHIEF JAILER					
EMSA	ASSISTANT EMS DIRECTOR					
CAPR	CHIEF APPRAISER					
CDCK	CHIEF DEPUTY CLERK					

**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
<b>Unified</b>						
<b>32</b>		<b>\$73,895</b>	<b>\$89,414</b>	<b>\$110,873</b>	<b>\$35.53</b>	<b>\$42.99</b>
DASR	SENIOR ASST DISTRICT ATTORNEY					
<b>33</b>		<b>\$77,590</b>	<b>\$93,684</b>	<b>\$116,416</b>	<b>\$37.80</b>	<b>\$45.14</b>
FNDA	ASSISTANT FINANCE DIRECTOR					
AHRD	ASST HR DIRECTOR					
EGPJ	ENGINEERING MANAGER					
<b>34</b>		<b>\$81,470</b>	<b>\$98,678</b>	<b>\$122,237</b>	<b>\$39.17</b>	<b>\$47.59</b>
PWDA	ASSISTANT PUBLIC WORKS DIRECTOR					
DRDR	DRG DIRECTOR (DR&G)					
<b>35</b>		<b>\$85,643</b>	<b>\$103,507</b>	<b>\$128,349</b>	<b>\$41.13</b>	<b>\$49.76</b>
CCLK	COUNTY CLERK					
BMSD	EMS DIRECTOR					
FMDR	FACILITIES MANAGEMENT DIRECTOR					
SWDR	SOLID WASTE DIRECTOR					
SOEL	SUPERVISOR OF ELECTIONS					
<b>36</b>		<b>\$89,820</b>	<b>\$108,663</b>	<b>\$134,767</b>	<b>\$43.18</b>	<b>\$52.26</b>
TADR	TAX DIRECTOR					
<b>37</b>		<b>\$94,311</b>	<b>\$114,117</b>	<b>\$141,505</b>	<b>\$45.34</b>	<b>\$54.88</b>
CPOA	ASSISTANT CHIEF OF POLICE					
CLR	CHIEF JAILER					
FNDR	FINANCE DIRECTOR					
HRDR	HR DIRECTOR					
LBDR	LIBRARY DIRECTOR					
<b>38</b>		<b>\$98,027</b>	<b>\$119,823</b>	<b>\$148,580</b>	<b>\$47.61</b>	<b>\$57.61</b>
CDPY	CHIEF DEPUTY					
PWDR	PUBLIC WORKS DIRECTOR					
<b>39</b>		<b>\$103,978</b>	<b>\$125,814</b>	<b>\$156,009</b>	<b>\$49.99</b>	<b>\$60.49</b>
CADA	ASSISTANT COUNTY ADMINISTRATOR					
<b>40</b>		<b>\$108,177</b>	<b>\$132,105</b>	<b>\$163,810</b>	<b>\$52.49</b>	<b>\$63.51</b>
ASJD	ASSOCIATE JUDGE					

179 Active Proposed Classes in the Unified Pay Plan

**Proposed Pay Plans  
Dougherty County, GA**

<b>Code</b>	<b>Proposed Class Title</b>	<b>Ann Min</b>	<b>Mkt</b>	<b>Ann Max</b>	<b>Hrly Min</b>	<b>Hrly Max</b>
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179 Active Proposed Classes in Dougherty County, GA



**AGREEMENT TO PROVIDE  
PROFESSIONAL MANAGEMENT CONSULTING SERVICES**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of August 2023 ("effective date") by and between Management Advisory Group International, Inc. (hereinafter called the "Consultant") and the County of Westmoreland, VA (hereinafter called the "Client") (together referred to as the "parties").

**WITNESSETH:**

**WHEREAS**, the Client is interested in obtaining professional human resource and management consulting services to assist in developing plans and programs that conform to Federal, State, and local requirements and that will be approved by their representatives; and

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the development of human resource and management systems.

**NOW, THEREFORE**, for and in consideration of the services hereinafter contained, the parties hereby agree as follows:

1. **Employment of Consultant.** The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below.
2. **Scope of Services.** The Consultant shall do, perform and carry out in a good and professional manner human resource and management consulting services as may be requested by the Client, and included by reference herein is the Consultant's Proposal to the Client dated August 2, 2023 which details the proposed study timeline, work plan, and deliverables. (Exhibit "A")
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will commence within ten (10) days of notification to proceed and will be completed within a 150-day time period or as agreed to by the Consultant and the Client.
4. **Method of Payment.** Total cost of the proposed scope of services is \$ 27,600. Ten percent (10%) of the total agreement amount shall be held back by Client - payable to Consultant upon successful completion of the services. Twenty percent (20%) of the total agreement amount will be paid to Consultant within (7) days from the effective date of this agreement and upon Consultant providing Client an invoice for said amount. Additional

payments shall be due and payable in accordance with periodic invoices based upon work performed toward delivery of final reports and products as described herein.

5. **Changes and Additional Services.** The Client may, from time to time, require changes in the "Scope of Services" of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement. The written amendment shall identify whether said change(s) alter the total agreement amount. For services not included in the "Scope of Services", a rate of \$ 200 per professional hour expended and \$ 55 per clerical hour expended, plus expenses will be charged. Any expenses for work done beyond the scope of services anticipated under this agreement will be approved prior to undertaking.

6. **Services and Materials to be Furnished by the Client.** The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

7. **Rights to Terminate Agreement.** The terms of this agreement shall be in effect through and including December 2023. Either party shall have the right to terminate this agreement with or without cause, by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Consultant shall be entitled to compensation for services rendered and expenses incurred through the effective date of termination.

8. **Indemnification.** Subject to Section 9, **Limitation of Liability**, set forth herein, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client for any amounts (including reasonable attorney's fees) for which the Client shall become legally obligated to pay as damages for negligent acts, errors and/or omissions of the Consultant arising out of the Consultant's performance under this agreement.

9. **Limitation of Liability.** The Client agrees that the Consultant's total aggregate of liability hereunder (whether contractual, statutory, tortious or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees actually paid under this agreement. The Client further agrees that the Consultant shall not be liable to the Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against the Client by any other party, arising out of or in connection with the performance of services hereunder.

10. **Information and Reports.** The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the services herein.

11. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

12. **Completeness of Agreement.** This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties hereto.

13. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the services herein shall be fully qualified to perform such services.

14. **Signatures.** The Parties, may execute this agreement in counterparts. Each executed counterpart shall be deemed an original and all of them, together, shall constitute one and the same agreement.

15. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address noted below.

<b>As to Client:</b>	<b>As to Consultant:</b>  Management Advisory Group International, Inc. 12730 Fair Lakes Circle, Suite 600 Fairfax, VA 22033
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**[Signature page and exhibits to follow]**

**IN WITNESS WHEREOF,** All of the above occurred as of the date first written below; this agreement shall be binding on Consultant beginning on the date it is accepted and executed by Client.

**Consultant:**

**Client:**

\_\_\_\_\_  
Management Advisory Group International, Inc.  
12730 Fair Lakes Circle, Suite 600  
Fairfax, VA 22033

D. 2% Salary Increase for Employees. Mr. Risavi reminded the Board that while preparing the County budget and the legislature was working on their budget, there was discussion of a 5% or 7% raise. The legislature failed to amend the second year of the biennium so the 5% raise that was approved in the biennium budget went into effect. Once the legislature recently met again, they approved the additional 2% salary increase for constitutional officers and employees in December. Mr. Risavi said he put 2% in contingency to cover this increase, while waiting for legislature to act and now that they have done that we need the Director of Finance to finalize that 2% and move money from general fund and contingencies from wastewater funds. This is based on the June 30<sup>th</sup> salary, not after the 5% salary increase was given.

With no further discussion, upon motion by Woody Hynson, second by Russ Culver and carried unanimously with Woody Hynson, Dorothy Dickerson Tate, Russ Culver and Chairman Fisher voting “aye”. The Board approves additional 2% salary increase, which will come from the general fund and contingencies from the wastewater funds.

E. School Football Field Lighting Quotes. Mr. Risavi stated the school has asked if the County would consider covering the lights at the football field. He noted when the interest rate dropped from 3.25% and 3.05% on the subsequent loan, there was a sufficient savings and therefore this will cover the lights. The two quotes one from R.E. Electric is the contract that installed the lights on the ball fields and the other is Musco, who has a contract with James Madison University, and who is the manufacture of the lights, was able to offer a savings of \$18,000. County Administrator stated he is recommending to proceed with the Musco/James Madison University bid, totaling (including a bond) \$500,802.00. Take the funds in the debt service general fund, raised through the school district formula transfer to our capital projects or Dr. Perry is going to check if that expenditure will count toward the local effort and he will speak with Mr. Dickey so they get full credit. Mr. Frazier will oversee this and he has worked with these people before and he is familiar with this.

Mr. Risavi again stated the savings in currently in the general fund – debt service and that savings will be transferred to capital projects for football field lighting.

With no further discussion, upon motion by Dorothy Dickerson Tate, second by Woody Hynson and carried unanimously with Woody Hynson, Dorothy Dickerson Tate, Russ Culver and Chairman Fisher voting "aye". The Board authorized the County Administrator to transfer interest savings from general fund – debt service to capital projects for the high school football field lighting in the amount of \$500,802.00, as discussed.

**\*\* NEXT PAGE – BIDS \*\***

**SCHOOL FOOTBALL FIELD LIGHTING QUOTES USING MUSCO LIGHTING**

**QUOTE FROM R.E. ELECTRIC \$518,820.00**

**QUOTE THROUGH STATE CONTRACT  
JAMES MADISON UNIVERSITY (Includes bonding) \$500,802.00**

**FUNDS ARE AVAILABLE IN THE BUDGET FROM  
DEBT SERVICE/INTEREST/SCHOOL CONSTRUCTION**

(703) 550-7500  
(703) 550-7505 FAX

*R. E. Lee Electric Co., Inc.*

P.O. Box 280  
NEWINGTON, VA 22122

TO: Westmoreland County  
ATTN: Jeff Frazier  
RE: Westmoreland Hs Football Stadium Lighting

August 23, 2023

**QUOTATION**

We wish to submit the following quote on the above referenced project as follows:

- 1.) Furnish and Install a (4) pole led lighting system for the football stadium.
- 2.) Install (4) new concrete foundations with new poles and led fixtures
- 3.) Install the Musco LCC at the existing service (Panel Installed by others)
- 4.) Install new conduit and wire to run from the service to each new light pole
- 5.) Install a separate circuit to each pole for the emergency lighting (generator and transfer switch Furnished and installed by others)
- 6.) Includes Electrical Permit make all connections check and test
- 7.) Price based off of site plan and panel schedule on the drawings. Musco has a new design for this project with shorter poles, and less fixtures, the new fixtures are higher wattages and require less to light the field
- 8.) The new Musco design will be attached

\$518,820.00

Price excludes: Davis Bacon Act, Overtime inspections, Rock, Bond, Locations & Grades & elevations, Power Company fees, Private utility locating, Spread footer foundations, Site de-watering, Down guy & anchor, Hauling off excess dirt

Price is based on normal working hours & conditions. Price is based on insurance coverage currently in place. Any additional insurance required, will be an add.

Thank you.

Accepted by:



\_\_\_\_\_  
(Authorized Signature)

Ryan Leake  
Assistant Superintendent

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title / Date)

Provisions: Price is good for 30 days. Payment for work to be received 30 days after invoice date. If retention is held, then at such time the retention is reduced by the owner to the general contractor, then similar reductions in retention will follow. Past due invoices subject to 2% service charge per month, 24% per annum. If this account is referred to an attorney for collection, then the responsible party will pay all reasonable attorney fees. The information contained herein is confidential and proprietary information and constitutes trade secrets of R.E. Lee Electric Co., Inc. and should not be disclosed to third parties. Check Policy: If your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of \$50.00.



**Quote**

Date: 8/28/23

Project: Westmoreland County Washington & Lee HS FB  
Montross, VA  
Project #58165279

James Madison University/VASCUPP  
Master Project: 189427 Contract Number: UCPJMU6542 Expiration: 2/18/2024  
Service: Theatrical, Athletic Field, and Specialty Lighting

All purchase orders should note the following:  
JMU/VASCUPP purchase – contract number UCPJMU6542

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.  
Formal Scope of work to follow.*

**Football Quotation Price – Materials Delivered to Job Site and Installation**

VASCUPP Materials Cost (360'x160' Field Size Used from VASCUPP Price List).....	\$324,065.00
5% Windspeed Adder to increase to 115 mph .....	\$16,203.00
Musco Materials Discount .....	(-\$33,927.00)
Installation .....	\$191,722.00
<b>Total Materials and Installation .....</b>	<b>\$498,063.00</b>
Adder for Bonding (If Required) .....	\$2,739.00

500802.00

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 50 FC & Uniformity of 2:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

**Control Systems and Warranty Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Control-Link® control and monitoring with Show-Light® entertainment package to provide (6) pre-programmed light shows and 4 minutes of custom theatrical shows set to customer-supplied and licensed music, onsite dimming, and custom color accent lighting control.
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

**Payment Terms**

Musco's Credit Department will provide payment terms.  
Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Taylor Knoot  
Fax: 800-374-6402  
Email: musco.contracts@musco.com

All purchase orders should note the following:  
JMU/VASCUPP purchase – contract number UCPJMU6542



## Quote

### *Delivery Timing*

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### *Notes*

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Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2018 IBC, 115 mph, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Steve Wiley, Sales Representative  
Musco Sports Lighting, LLC  
Phone: 804-836-6785  
E-mail: [steve.wiley@musco.com](mailto:steve.wiley@musco.com)



## Quote

**Westmoreland Washington & Lee HS Football  
Montross, VA  
Turnkey Scope of Work**

**Customer Responsibilities:**

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide area on site for dumpsters.

**Musco Responsibilities:**

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report Atlantic Geotechnical Services, #M17277, Oct 20<sup>th</sup>, 2017.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

**Subcontractor Responsibilities**

**General:**

1. Obtain any required permitting.
2. Contact your local utility for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
11. Provide sealed Electrical Plans. (If required)
12. Pay all permitting fees and obtain the required electrical permitting.



## Quote

### Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 4 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 4 dressed LSS Poles and aim utilizing the pole alignment beam.

### Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service as required. (Panel to be installed by others)
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide labor, materials, and equipment to install separate circuit to each pole for emergency lighting. (Generator and Transfer Switch Furnished and Installed by others)
4. Provide as-built drawings on completion of installation, **(if required)**.

### Show-Light® Entertainment Package

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet, communication cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Provide 24 AWG twisted wire pair cable. Recommended Belden 7937A or equal. Cable should be underground rated (working distance 1500 ft (457 m)).
4. Cable is terminated on surge protection device in both communication cabinet and control and Monitoring cabinet. Drain wire is landed at surge device on control and monitoring cabinet. Communication cabinet requires earth ground.
5. Plug ethernet cable into port on the side of communication cabinet and bottom of touch screen (working distance 300 ft (91 m)).
6. Connect provided touch screen power supply. Requires 120 V outlet.
7. Provide audio cable ¼ in (3.5 mm) plug from customer audio system to DMX gateway cabinet (land on Cueserver, must be within 50 ft (15 m)).
8. Land customer provided DMX cable in Musco DMX gateway cabinet on DMX512 input terminals.
9. Check all zones to make sure they work in both auto and manual mode.
10. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
  - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
  - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
  - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
  - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
  - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
  - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
  - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
  - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
  - i. Jobsite shall be policed daily for compliance to the above conditions.
  - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.



## Quote

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
  - a. Review and understand installation instructions are provided with every product installation.
  - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
  - c. Verify that components have been assembled per Musco installation instructions.
  - d. Verify plumb of concrete foundations prior to standing of poles.
  
3. PROVIDING A QUALITY INSTALLATION TEAM.
  - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
  - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
  - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
  - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



12. PUBLIC COMMENT PERIOD

Chairman Fisher reviewed the procedures for addressing the Board during the public comment period with a maximum time of 3 minutes. He stated that if you choose to frame you comment in the form of a question the Board has the right to answer now or to defer an answer. With that the Chairman opened the floor for public comment.

Dr. Perry – Invited Board member to the State of th Schools on September 25<sup>th</sup> at the new hight school.

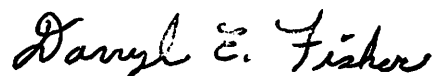
Richard Wilkins – Need sign replacement at Charles Way, off Pomona Road. Also, sill has not heard anything about the County’s emergency alert system.

Larry Hynson – Questioned completion time for Chandler Mill Pond project.

No further citizens came forward, therefore the public comment period was closed

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion by Woody Hynson, second by Dorothy Dickerson Tate, and carried unanimously, the Board adjourned the meeting at 8:33 p.m. The Board’s next regular meeting will be held on Wednesday, October 11, 2023 at 6:00 p.m. The meeting will be held in the public meeting room at the front entrance of the George D. English, Sr. Memorial Building.



Chairman, \_\_\_\_\_