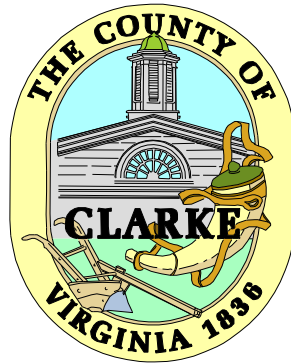
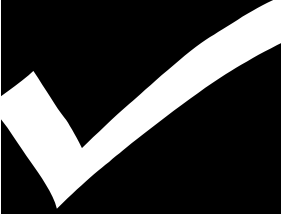


Board of Supervisors Committee Meeting Material



Monday, September 10, 2012

		Pages
Personnel Committee	9:30 am	2 - 21
Work Session	10:00 am	22 - 49
Finance Committee	Immediately Follows Work Session	50 - 54



Personnel Committee Meeting
September 10, 2012, 9:30 AM
Second Floor, Meeting Room AB
Berryville/Clarke County Government Center
101 Chalmers Court, Berryville, Virginia 22611

Item No.

Description

A. Expiration of Term for appointments expiring through December 2012.

09/10/2012 Summary: A list of appointments expiring through December 2012 is provided for Committee review. At the meeting, the Personnel Committee made the following recommendation:

B. Appointments to Warren/Clarke County Microenterprise Assistance Program Management Team

09/10/2012 Summary: As requested, recommendations for possible appointees will be available for review by the Personnel Committee.

8/13/2012 Summary: Clarke County is currently partnering with Warren County on a Microenterprise Assistance Program through a grant provided by the Virginia Department of Housing and Community Development. This program provides business development resources in the form of loans and technical support to low and moderate income individuals. People Incorporated, a nonprofit organization that specializes in small business assistance programs, will be responsible for administering the program in conjunction with Warren and Clarke Counties. One of the program requirements is the establishment of a Program Management Team. Further detail is provided in the August 8, 2012 memorandum from Brandon Stidham included in the packet.

During the meeting, the Personnel Committee discussed those appointments and is seeking recommendations from other Board members. Possible appointees would include bank employees familiar with loan processes, business development, and social program employees. The appointments would be for a fixed term of approximately two years with a limited number of meetings currently anticipated to be conducted quarterly with additional meetings required to process applications.

C. County Attorney Position Review

09/10/2012 Summary: The Personnel Committee will discuss options specific to the County Attorney position.

Appointments by Expiration Through December 2012

			<i>Appt Date</i>	<i>Exp Date</i>	<i>Orig Appt Date:</i>
<i>October 2012</i>					
Clarke County Industrial Development Authority			4 Yr		
Armbrust	Wayne	Vice Chair	8/19/2008	10/30/2012	2/15/2004
Treasurer 2005 to 2011; Secretary 2006 to 2011					
Appointed by BOS; Oath of Office Required - Clerk of Circuit Court; 7 members, 1 BOS liaison (non-voting) and 6 others that are chosen on their expertise in the business field. Membership governed by IDA by-laws. 15.2-4904 No director shall be an officer or employee of the locality except in towns under 3,500					
Pierce	Rodney		8/19/2008	10/30/2012	10/22/1999
10/30/04; Reappointment 9/21/04					
Appointed by BOS; Oath of Office Required - Clerk of Circuit Court; 7 members, 1 BOS liaison (non-voting) and 6 others that are chosen on their expertise in the business field. Membership governed by IDA by-laws. 15.2-4904 No director shall be an officer or employee of the locality except in towns under 3,500					
<i>December 2012</i>					
Board of Septic & Well Appeals					
Caldwell	Anne	Planning Commission Vice Chair	1/1/2012	12/31/2012	
1 Staff Rep; § 143-11. Appeals & variances. A. Board of Septic & Well Appeals 2. (a) the member of the Board of Supervisors, who serves as the Board's liaison to the Planning Commission, with The Vice Chair of the Board designated as his/her alternate, (b) a Chair of Planning Commission with the Vice Chair designated as his/her alternate, and (c) a member of the public, who is a resident of the county with the Vice Chair of the Planning Commission designated as his/her alternate. All members shall be appointed by the Board of Supervisors at their first regular meeting of each year.					
Ohrstrom, II	George	Planning Commission Chair	1/1/2012	12/31/2012	
1 Staff Rep; § 143-11. Appeals & variances. A. Board of Septic & Well Appeals 2. (a) the member of the Board of Supervisors, who serves as the Board's liaison to the Planning Commission, with The Vice Chair of the Board designated as his/her alternate, (b) a Chair of Planning Commission with the Vice Chair designated as his/her alternate, and (c) a member of the public, who is a resident of the county with the Vice Chair of the Planning Commission designated as his/her alternate. All members shall be appointed by the Board of Supervisors at their first regular meeting of each year.					
Conservation Easement Authority			3 Yr		
Thomas	Walker	Fills unexpired term of Pat McKelvy	1/1/2011	12/31/2012	12/21/2010
Board of Directors 7 members, appointed by the BOS, to be comprised of 1 member from the BOS, 1 member from the PC and 5 Clarke County citizen members. At the first meeting of the BOS each calendar year, beginning the Board shall appoint 1 member from the membership of the BOS for a term of 1 year beginning Jan 1; 1 member from the Planning Commission for a 1 year term beginning May 1; and a member or members to fill expiring citizen member terms, for a term of three (3) years beginning Jan 1. Oath of Office Required.					
Engel	Peter		12/15/2009	12/31/2012	12/15/2009
Board of Directors 7 members, appointed by the BOS, to be comprised of 1 member from the BOS, 1 member from the PC and 5 Clarke County citizen members. At the first meeting of the BOS each calendar year, beginning the Board shall appoint 1 member from the membership of the BOS for a term of 1 year beginning Jan 1; 1 member from the Planning Commission for a 1 year term beginning May 1; and a member or members to fill expiring citizen member terms, for a term of three (3) years beginning Jan 1. Oath of Office Required.					
Northwestern Community Services Board					
Harris	Lucille		12/21/2010	12/31/2012	12/21/2010
Fills unexpired term of Kathleen Ruffo					
2 Clarke County Members; 2 Term Limit [AKA Chapter 10 Board]					

			<i>Appt Date</i>	<i>Exp Date</i>	<i>Orig Appt Date:</i>
Northwestern Regional Juvenile Detention Center Commission			4 Yr		
Wyatt	James		11/18/2008	12/20/2012	10/17/2000

1 Clarke County Member; 4-year term; 2 Term Limit

Parks & Recreation Advisory Board			1 Yr		
Trenary	Randy	School Board Representative	1/5/2012	12/31/2012	1/5/2012

(9) voting members on the Advisory Board. Six (6) members shall be appointed by the BOS to represent the 5 voting districts and 1 at large. The Superintendent of Schools or their designee shall serve on the Advisory Board. The Town Councils for Berryville, Boyce shall each appoint a representative to serve on the Advisory Board. The BOS shall also designate 1 member of the BOS to serve as a non-voting liaison to the Advisory Board. The Advisory Board will accept applications from high-school aged Clarke County residents and each year appoint two (2) to serve as non-voting members.

4 Yr

Heflin	Dennis	White Post Rep	9/16/2008	12/31/2012	9/16/2008
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Lichliter	Gary	Russell Rep	11/18/2008	12/31/2012	11/18/1997
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Clarke County Committee Listing

			<i>Appt Date</i>	<i>Exp Date</i>
<i>Barns of Rose Hill Board of Directors</i>				3 Yr
Johnston	Bill		7/17/2012	12/31/2015
<i>Berryville Area Development Authority</i>				3 Yr
Boyles	Jerry	White Post	4/1/2012	3/31/2015
Ohrstrom, II	George	Russell	3/16/2010	3/31/2013
Smart	Kathy	White Post	3/20/2012	3/31/2014
<i>Berryville Area Development Authority Comprehensive Plan Committee</i>				Open-End
Hobert	J. Michael		1/7/2008	
McKay	Beverly		3/20/2012	
<i>Board of Septic & Well Appeals</i>				4 Yr
Blatz	Joseph	Citizen Member	4/17/2012	2/15/2016
Caldwell	Anne	Planning Commission Vice Chair	1/1/2012	12/31/2012
Ohrstrom, II	George	Planning Commission Chair	1/1/2012	12/31/2012
Staelin	John	BOS - Appointed Member	1/17/2012	12/31/2012
Teetor	Alison	Staff Rep		
Weiss	David	BOS - Alternate	1/17/2012	12/31/2012
<i>Board of Social Services</i>				4 Yr
Brown	Dwight	2010 Vice Chair	7/15/2009	7/15/2013
Byrd	Barbara J.	BOS - Appointed Member	1/17/2012	12/31/2012
Overbey	William		7/17/2012	7/15/2016
Pierce	Edwin Ralph		2/21/2012	12/15/2014
Willingham	J. Lyndon		5/18/2010	7/15/2014
<i>Board of Supervisors</i>				4 Yr
Byrd	Barbara J.	Russell	1/1/2012	12/31/2015
Hobert	J. Michael	Chair, Berryville District	1/1/2011	12/31/2015
McKay	Beverly	White Post District	1/1/2012	12/31/2015
Staelin	John	Millwood/Pine Grove	1/1/2012	12/31/2015
Weiss	David	Vice Chair - Buckmarsh/Blue Ridge	1/1/2012	12/31/2015
<i>Board of Supervisors Finance Committee</i>				1 Yr
Byrd	Barbara J.	BOS - Alternate	1/17/2012	12/31/2012
Hobert	J. Michael	BOS - Appointed Member	1/17/2012	12/31/2012
McKay	Beverly	BOS - Alternate	1/17/2012	12/31/2012
Staelin	John	BOS - Appointed Member	1/17/2012	12/31/2012
Weiss	David	BOS - Alternate	1/17/2012	12/31/2012

Board of Supervisors Personnel Committee

1 Yr

Tuesday, September 04, 2012

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			<i>Appt Date</i>	<i>Exp Date</i>
Byrd	Barbara J.	BOS - Appointed Member	1/17/2012	12/31/2012
Hobert	J. Michael	BOS - Appointed Member	1/17/2012	12/31/2012
McKay	Beverly	BOS - Alternate	1/17/2012	12/31/2012
Weiss	David	BOS - Alternate	1/17/2012	12/31/2012
<i>Board of Zoning Appeals</i>				5 Yr
Borel	Alain F.	White Post	1/20/2009	2/15/2014
Caldwell	Anne	Millwood	1/19/2010	2/15/2015
Kackley	Charles	Russell	2/12/2008	2/15/2013
Means	Howard	Millwood	12/14/2009	2/15/2016
Volk	Laurie	Russell	1/20/2009	2/15/2014
<i>Clarke County Historic Preservation Commission</i>				4 Yr
Baker	H.M.	Russell	5/19/2009	5/31/2013
Bieschke	John K.	White Post	4/21/2009	5/31/2013
Carter	Paige	White Post	5/15/2012	5/31/2016
Fields	Betsy	Berryville District	5/15/2012	5/31/2016
Gilpin	Thomas T.	White Post	5/18/2010	5/31/2014
Hiatt	Marty	Buckmarsh/Blue Ridge	6/19/2007	5/31/2015
Nelson	Clifford	Russell/Planning Commission Rep	2/21/2012	4/30/2013
<i>Clarke County Industrial Development Authority</i>				4 Yr
Armbrust	Wayne	Vice Chair	8/19/2008	10/30/2012
Cochran	Mark		10/18/2011	10/30/2013
Frederickson	Allan	Secretary / Treasurer White Post	12/15/2009	10/30/2013
Jones	Paul	Russell District	5/15/2012	10/30/2015
Juday	David	Chair	12/21/2010	10/30/2014
Pierce	Rodney		8/19/2008	10/30/2012
Staelin	John	BOS - Liaison	1/17/2012	12/31/2012
<i>Clarke County Library Advisory Council</i>				4 Yr
Al-Khalili	Adeela		4/19/2011	4/15/2015
Badanes	Joyce		4/20/2010	4/15/2014
Byrd	Barbara J.	BOS - Liaison	1/17/2012	12/31/2012
Curran	Christopher		5/16/2006	4/15/2013
Daisley	Shelley		7/17/2012	4/15/2016
Foster	Nancy		4/17/2012	4/15/2016
Kalbian	Maral		4/19/2011	4/15/2015
Meeks	Robert B.		4/19/2011	4/15/2015
Zinman	Maxine		4/19/2011	4/15/2015
<i>Clarke County Litter Committee</i>				1 Yr
Staelin	John	BOS - Liaison	1/17/2012	12/31/2012

Tuesday, September 04, 2012

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			<i>Appt Date</i>	<i>Exp Date</i>
Teetor	Alison	Staff Rep		
<i>Clarke County Planning Commission</i>				4 Yr
Bouffault	Robina Rich	White Post / Greenway	5/15/2012	4/30/2016
Brumback	Clay	White Post / Greenway	6/15/2010	4/30/2014
Caldwell	Anne	Millwood / Chapel; Vice Chair	4/21/2009	4/30/2013
Kreider	Scott	Buckmarsh / Battletown	5/15/2012	4/30/2016
McFillen	Thomas	Berryville / Berryville	5/1/2010	4/30/2014
Nelson	Clifford	Russell / Longmarsh	3/17/2009	4/30/2013
Ohrstrom, II	George	Russell / Longmarsh; Chair	4/19/2011	4/30/2015
Staelin	John	BOS - Appointed Member	1/17/2012	12/31/2012
Steinmetz, II	William	Berryville / Berryville	5/15/2012	4/30/2016
Thus	Richard	Buckmarsh / Battletown	4/20/2010	4/30/2014
Turkel	Jon	Millwood / Chapel	9/15/2011	4/30/2015
<i>Clarke County Sanitary Authority</i>				4 Yr
Dunning, Jr.	A.R.	White Post District Member	12/15/2009	1/5/2014
Jones	Harry C.	Secretary/Treasurer	7/17/2012	6/30/2016
Legge	Michael	Staff Representative		
Mackay-Smith, Jr.	Alexander	Vice Chair	12/15/2009	1/5/2013
Myer	Joe	Town of Boyce	2/21/2012	1/5/2016
Staelin	John	BOS - Alternate	1/17/2012	12/31/2012
Williams	Ian R.	Chair	11/18/2008	1/5/2013
<i>Conservation Easement Authority</i>				3 Yr
Buckley	Randy	White Post	1/1/2011	12/31/2013
Engel	Peter		12/15/2009	12/31/2012
Mackay-Smith	Wingate E.	Chair	1/1/2011	12/31/2013
Ohrstrom, II	George	Planning Commission Rep	4/20/2010	4/30/2013
Teetor	Alison	Clerk - Staff Representative		
Thomas	Walker	Fills unexpired term of Pat McKelvy	1/1/2011	12/31/2012
Wallace	Laure		10/18/2011	12/31/2013
Weiss	David	BOS - Appointed Member	1/17/2012	12/31/2012
<i>Constitutional Officer</i>				
Butts	Helen	Clerk of the Circuit Court	1/1/2008	12/31/2015
Keeler	Sharon	Treasurer	1/1/2012	12/31/2015
Mackall	Suzanne	Commonwealth Attorney	1/1/2012	12/31/2015
Peake	Donna	Commissioner of the Revenue	1/1/2012	12/31/2015
Roper	Anthony	Sheriff	1/1/2012	12/31/2015
<i>County Administrator</i>				
Ash	David L.	County Administrator	3/19/1991	

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			<i>Appt Date</i>	<i>Exp Date</i>
<i>Economic Development Advisory Committee</i>				4 Yr
Barb	Jim	Real Estate Rep, Business Owner	11/17/2009	12/31/2013
Conrad	Bryan H.	Agriculture, Fire & Rescue	1/1/2011	12/31/2014
Dunkle	Christy	Town of Berryville Rep	2/21/2012	12/31/2015
Hillerson	Jay	Business Owner	9/15/2009	12/31/2013
Milleson	John R.		8/16/2011	12/31/2014
Myer	Dr. Eric	Agriculture Rep, Business Owner	1/1/2011	12/31/2014
Pritchard	Elizabeth	Hospitality Industry	7/17/2012	8/31/2016
Staelin	John	BOS - Appointed Member	1/17/2012	12/31/2012
<i>Handley Regional Library Board</i>				4 Yr
Myer	Tamara	Town of Boyce	9/15/2009	11/30/2013
<i>Joint Administrative Services Board</i>				Open-End
Ash	David L.	County Administrator		
Hobert	J. Michael	BOS - Appointed Member	1/17/2012	12/31/2012
Judge	Tom	Staff Representative		
Keeler	Sharon	Treasurer		
Murphy	Michael	School Superintendent		
Schutte	Charles	School Board Representative	1/8/2012	12/31/2012
Weiss	David	BOS - Alternate	1/17/2012	12/31/2012
<i>Joint Building Committee of the Joint Government Center</i>				Open-End
Ash	David L.	County Administrator		
Dalton	Keith	Berryville Town Manager		
Kitselman	Allen	Berryville Town Council Representative		
Weiss	David	Board of Supervisors Representative	1/17/2012	12/31/2012
<i>Legislative Liaison and High Growth Coalition</i>				1 Yr
Hobert	J. Michael	BOS - Liaison	1/17/2012	12/31/2012
<i>Lord Fairfax Community College Board</i>				4 Yr
Daniel	William		7/1/2012	6/30/2016
<i>Lord Fairfax Emergency Medical Services Council</i>				3 Yr
Burns	Jason	Career Representative	7/17/2012	6/30/2015
Coffelt	Lee	Career Representative	9/27/2011	6/30/2014
Wagaman	Julie	Medical Professional	6/30/2010	6/30/2013
<i>Northern Shenandoah Valley Regional Commission</i>				1 Yr
McKay	Beverly	BOS - Appointed Member	1/17/2012	12/31/2012
Staelin	John	BOS - Alternate	1/17/2012	12/31/2012
Stidham	Brandon	Staff Representative	6/19/2012	1/31/2013
<i>Northwestern Community Services Board</i>				3 Yr
<i>Tuesday, September 04, 2012</i>				<i>Page 4 of 6</i>

			<i>Appt Date</i>	<i>Exp Date</i>
Harris	Lucille		12/21/2010	12/31/2012
Stieg, Jr.	Robert		3/20/2012	12/31/2014
<i>Northwestern Regional Jail Authority</i>				1 Yr
Ash	David L.	BOS - Appointed Member	1/17/2012	12/31/2012
Byrd	Barbara J.	BOS - Liaison Alternate	1/17/2012	12/31/2012
Roper	Anthony	Sheriff	1/1/2012	12/31/2015
Wyatt	James		1/17/2012	12/31/2015
<i>Northwestern Regional Juvenile Detention Center Commission</i>				1 Yr
Byrd	Barbara J.	BOS - Liaison	1/17/2012	12/31/2012
Wyatt	James		11/18/2008	12/20/2012
<i>Old Dominion Alcohol Safety Action Policy Board & Division of Court Services</i>				3 Yr
Johnson	Jerry L.		1/18/2011	12/31/2013
<i>Old Dominion Community Criminal Justice Board</i>				3 Yr
Johnson	Jerry L.		1/18/2011	12/31/2013
<i>Our Health</i>				3 Yr
Shipe	Diane		3/15/2010	3/15/2013
<i>Parks & Recreation Advisory Board</i>				4 Yr
Heflin	Dennis	White Post Rep	9/16/2008	12/31/2012
Hobert	J. Michael	BOS - Liaison	1/17/2012	12/31/2012
Huff	Ronnie	Town of Berryville Rep	1/1/2012	12/31/2015
Jones	Paul	At-Large	1/1/2011	12/31/2014
Lichliter	Gary	Russell Rep	11/18/2008	12/31/2012
McCall	Michael A.	School Board Rep		12/31/2004
Rhodes	Emily	Buckmarsh	2/21/2012	12/31/2015
Sheetz	Daniel A.	Berryville	5/18/2010	12/31/2013
Trenary	Randy	School Board Representative	1/5/2012	12/31/2012
Wisecarver	Steve	Appointed by Town of Boyce	2/2/2010	12/31/2013
<i>People Inc. of Virginia</i>				3 Yr
Hillerson	Coleen	Clarke County Rep Board of Directors	8/17/2010	7/31/2013
<i>Regional Airport Authority</i>				1 Yr
Ash	David L.	BOS - Alternate	1/17/2012	12/31/2012
Crawford	John		7/17/2012	6/30/2016
Weiss	David	BOS - Liaison	1/17/2012	12/31/2012
<i>Shenandoah Area Agency on Aging, Inc.</i>				4 Yr
Edwards, Jr.	James N.		9/1/2012	9/30/2016
Hudson	John		8/17/2010	9/30/2014

Tuesday, September 04, 2012

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Shenandoah Valley Chief Local Elected Officials Consortium

Ash David L. BOS Designee for Chief Elected Official

4 Yr

The 150th Committee

Al-Khalili	Adeela	Clarke County African-American Cultural Center / Josephine Community Museum	1/18/2011	12/31/2015
Davis	Dorothy	Clarke County African-American Cultural Center / Josephine Community Museum	1/18/2011	12/31/2015
Heder	Terence	Shenandoah Valley Battlefields Foundation	1/18/2011	12/31/2015
Kalbian	Maral	Community Representative	1/18/2011	12/31/2015
Lee	Jennifer	Clarke County Historic Museum Representative	1/18/2011	12/31/2015
Means	Howard	CCHA Representative	1/18/2011	12/31/2015
Morris	Mary	Clarke County Historic Museum Representative	1/18/2011	12/31/2015
Murphy	Michael	CCPS Representative	1/18/2011	12/31/2015
Russell	Jesse	Staff Representative Economic Development	1/18/2011	12/31/2015
Sours, Jr.	John	Community Representative	1/18/2011	12/31/2015
Stieg, Jr.	Robert		1/18/2011	12/31/2015
Weiss	David	BOS - Appointed Member	2/15/2011	12/31/2015

Warren, Clarke get business help

September 5, 2012

By Star Traylor

The Winchester Star

FRONT ROYAL — A new grant program in Warren and Clarke counties will give small business entrepreneurs the chance to apply for loans even if they have been denied by traditional lenders.

The Warren County Board of Supervisors Tuesday appointed seven people to its Microenterprise Management Team, which will consider loan requests from county business people for up to \$35,000.

Warren and Clarke counties received a \$120,000 Community Development Block Grant (CDBG) through the Virginia Department of Housing and Community Development to create jobs for low- or moderate-income individuals.

Loan applications will be administered through People Inc., an Abingdon-based organization with an office in Woodstock.

People Inc. is a community action agency that provides services to low- to moderate-income people. The organization is matching the CDBG grant, with a goal of making at least 15 loans totaling \$240,000 and creating at least 20 jobs in Warren and Clarke counties within two years.

Stephanie Lillard, business development manager for People Inc. Financial Services, said 17 small business loans have been given out in Page and Shenandoah counties through the same program.

Lillard said the program aims to help business owners and startups who can't get a loan from a traditional lender.

"A lot of times, the reason they're denied is that, in the past few years, it has just not been a healthy climate to start a new business," Lillard said. "The idea behind this is that it's kind of giving folks a second chance, an opportunity they wouldn't get through traditional lending."

Even those with good credit can be denied business loans without enough equity, she said.

"At People Inc., we're able to be a little more flexible in our requirements," Lillard said.

One of the loans through the program in Page County went to The Looking Glass salon and was used to expand the business, adding two full-time jobs and one part-time position, Lillard said.

The Microenterprise Management Team will set the interest rates for loans offered through the program. In the past, the teams set the rates at the prime rate plus 3 percentage points, which would be an interest rate of 6.25 percent, Lillard said.

As clients repay the loans, the money goes back into the People Inc. program, enabling more loans to be made within participating counties.

The Warren County Board of Supervisors appointed the following people to the Microenterprise Management Team: Byron Pitts, C. Douglas Rosen, Debra Morfitt, Nicole Foster, Douglas Stanley, Brandy Rosser and Jennifer McDonald.

The Clarke County Board of Supervisors will appoint its team members Sept. 18. The team will meet quarterly for updates and more often by teleconference or video conference if necessary.

Attending Tuesday's meeting at the Warren County Government Center were Chairman Archie Fox, Linda Glavis, Tony Carter, Richard Traczyk, Daniel Murray and Warren County Administrator Douglas Stanley.

— Contact Star Traylor at straylor@winchesterstar.com

Assistant Commonwealth's Attorney/County Attorney

General Definition of Work

Under minimal supervision, performs professional work advising the Board of Supervisors, County Administration, County constitutional officers, and various departments, boards, commissions, agencies and officers of the County on legal matters, representing them in court when necessary. Employee is responsible for reviewing and/or approving contracts, deeds leases, etc., on behalf of County; advising on issues with legal implications, as necessary. Employee must exercise considerable initiative and independent judgment in various phases of work. Reports to the Board of Supervisors

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required.

Essential Functions

- Assisting with routine review of legal questions regarding FOJA requests and Open Meetings laws.
- Reviewing and/or preparing leases, contracts, and other documents
- Assisting with procurement issues and contracts
- Advising on employment and personnel policies and actions
- Reviewing and/or drafting new or revised ordinances
- Insuring that new ordinances are added and appropriately codified in the County Code
- Assisting public officials and employees with advice and instruction on proper and effective enforcement of laws, ordinances and regulations
- Reviewing and revising form letters violation notices and compliance letters for accurate and enforceable language correcting violations of county ordinances and regulations.
- Assisting County Boards and Agencies such as the IDA and the easement authority with miscellaneous research and preparation of deeds, contracts, etc.

Assistant Commonwealth's Attorney/County Attorney

- Assisting in payroll and benefits administration in matters such as deferred compensation, Flexible Spending Accounts, COBRA, HIPPA compliance, workmen's compensation and unemployment.
- Providing technical assistance and advice in the use of consultants and advisors retained by the County to provide specialized expertise or knowledge in activities outside the usual scope and/or customary activities of County staff.
- Perform other related duties as required.

Knowledge, Skills and Abilities

- Professional knowledge of civil, criminal, constitutional, administrative, contractual, real estate, tax, and civil rights laws.
- Considerable knowledge of modern legal practices relating to governmental law and its application to County governments in Virginia; and extensive knowledge of the philosophy and principles of courtroom protocol, conduct, and techniques.
- Exceptional oral and written communications skills; providing brief, concise, and definitive legal opinions.
- Confidentiality; good and mature judgment.
- Knowledge and ability in the principles of psychology and sociology to facilitate the effective outcome of the purpose of legal counsel in a public environment, providing a positive image of the County.
- Ability to independently conduct legal research, formulate effective legal strategies, respond to and follow up on requests for assistance.
- Outstanding ability to maintain a harmonious working relationship with the Board of Supervisors, County Administrator, other employees, officials and the public.
- Ability to operate personal computers and related software packages, hardware and peripheral equipment.

Education and Experience

Juris Doctorate with coursework in criminal and municipal, or related field and 6 to 10 years experience in criminal and municipal law process and procedures, or equivalent combination of education and experience.

Physical Requirements

Assistant Commonwealth's Attorney/County Attorney

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires speaking or hearing, frequently requires standing and sitting and occasionally requires walking, reaching with hands and arms and lifting; work requires close vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Eligibility to practice law in the Commonwealth of Virginia and possession of all other qualifications as prescribed by State Statute. Member of Virginia State Bar.

MEMORANDUM

TO: David Ash, County Administrator
FROM: Archana J. McLoughlin, Assistant Commonwealth's Attorney
RE: Funding and Duties

This is to memorialize the understanding division of time of the Assistant Commonwealth's Attorney position. It is understood that the salary for this position is funded for duties as a prosecutor and for work on County matters. The current funding for this position is derived in the following manner:

Compensation Board:	\$12,495	(21%)
V-Stop Grant	19,570	(33%)
County of Clarke	<u>27,935</u>	(46%)
	\$60,000	(100%)

In an effort to appropriate equal time to the respective funding sources, it will be my goal to devote an average of seventeen (17) hours per week to Clarke County matters.

As we discussed in our meeting October 31, 2006, the goal of dividing time between the duties will be flexible as the demands of one duty or another require more immediate or acute attention. However, when assessed over a period of a month or a year, the time spent on Clarke County matters should be close to the proposed allotment.

As the duties as a prosecutor will be more visible (due to court appearances, etc.) than the work performed for the County, this office will document the work performed for the County on a log sheet, comparable to the one attached. This sheet will be submitted on a monthly basis to your office.

I believe that this proposal accurately reflects the discussions in our October 31 meeting. If this Memorandum meets with your approval as drafted, please indicate by endorsing same. However, if there are other matters that need to be addressed, please let me know.

Respectfully,

Seen and agreed:


Archana Jesudian McLoughlin

David L. Ash

Assistant Commonwealth's Attorney

The Assistant Commonwealth's Attorney for Clarke County must be licensed to practice law in the Commonwealth of Virginia. The primary responsibilities of this position are prosecuting cases before the General District and Juvenile and Domestic Relations District Court and assisting with other legal matters for the County of Clarke. The Assistant Commonwealth's Attorney for Clarke County is the primary prosecutor for the V-Stop Grant funded program.

The Assistant Commonwealth's Attorney tries domestic assault and other cases in Circuit Court after certification by the lower courts.

The Assistant Commonwealth's Attorney is responsible for preparation of case files, including but not limited to, document review, interviewing witnesses, case law research and all other trial preparation.

In addition, the Assistant Commonwealth's Attorney must be ready to act in the place and stead of the Commonwealth's Attorney upon her unavailability.

The Assistant Commonwealth's Attorney for Clarke County assists County agencies and departments by providing advice, research, opinions and representation in various activities encountered in routine administration of government and in enforcement of laws, ordinances and regulations.

Typical examples of the nature and variety of the work anticipated, include, but are not limited to:

- Assisting with routine review of legal questions regarding FOIA requests and Open Meetings laws.
- Reviewing and/or preparing leases, contracts, and other documents
- Assisting with procurement issues and contracts
- Advising on employment and personnel policies and actions
- Reviewing and/or drafting new or revised ordinances
- Insuring that new ordinances are added and appropriately codified in the County Code
- Assisting public officials and employees with advice and instruction on proper and effective enforcement of laws, ordinances and regulations

- Reviewing and revising form letters violation notices and compliance letters for accurate and enforceable language correcting violations of county ordinances and regulations
- Assisting County Boards and Agencies such as the IDA and the easement authority with miscellaneous research and preparation of deeds, contracts, etc.
- Assisting in payroll and benefits administration in matters such as deferred compensation, Flexible Spending Accounts, COBRA, HIPPA compliance, workmen's' compensation and unemployment
- Providing technical assistance, and advice in the use of consultants and advisors retained by the County to provide specialized expertise or knowledge in activities outside the usual scope and/or customary activities of County staff.

ASSISTANT COMMONWEALTH'S ATTORNEY

The Assistant Commonwealth's Attorney for Clarke County's must be licensed to practice law in the Commonwealth of Virginia. The primary responsibilities of this position are prosecuting cases before the General District and Juvenile and Domestic Relations District Court and assisting with legal matters for the County of Clarke. The Assistant Commonwealth's Attorney for Clarke County is the primary prosecutor for the V-Stop Grant Funded program.

The Assistant Commonwealth's Attorney tries domestic assault and other cases in Circuit Court after certification by the lower courts.

The Assistant Commonwealth's Attorney is responsible for preparation of case files, including, but not limited to document review, interviewing witnesses, case law research and all other trial preparation.

In addition, the Assistant Commonwealth's Attorney must be ready to act in the place and stead of the Commonwealth's Attorney upon her unavailability.

The Assistant Commonwealth's Attorney for Clarke County assists County agencies with legal research and provides opinions to various departments regarding legal matters. She also prosecutes cases in the General District Court for violations of Clarke County building and zoning codes.

Task list for County Attorney:

Assist BOS with routine review of legal questions regarding FOIA requests and Open Meetings laws.

Review and/or prepare leases, contracts, and other documents for the BOS

Assist Joint Administrative Services with procurement issues and contracts

Advise County Administrator and Department Heads on employment and personnel matters

Review and revise the County personnel policy to ensure availability to constitutional officers and ensure compliance with statutory requirements

Review and/or draft proposed new or revised ordinances including a revision of the code

Assist animal control with routine advice on seizure of animals and warrants for court

Review and revise policies and procedures on benefits programs to insure compliance

Review and revise form letters violation notices and compliance letters for accurate and enforceable language correcting violations of county ordinances and regulations

Assist County Boards and Agencies such as the IDA and the easement authority with miscellaneous research and prepare deeds, contracts etc for their use

Regular and routine assistance to zoning enforcement officers in pursuing their cases.

MEMORANDUM

TO: David Ash, County Administrator

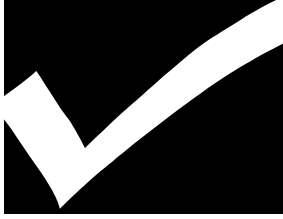
FR: Thomas J. Judge, Director of Joint Administrative Services

DT: 12/18/2006

RE: *Use of County Attorney Resources*

Our department would have occasional need of legal counsel under the following circumstances:

1. Unemployment cases.
2. Contract reviews.
3. Benefits documents such as Tax-Sheltered Annuity compliance, COBRA administration, HIPPA compliance, etc.
4. Review of policy updates such as procurement policy.



Board of Supervisors Work Session
September 10, 2012 10:00 am
Second Floor, Meeting Room AB
Berryville/Clarke County Government Center
101 Chalmers Court, Berryville, Virginia 22611

*Item
No.*

Description

A. Lewisville Road Update Only

09/10/2012 Summary: Via email on 8/21, Supervisor Byrd requested Ed Carter, VDOT, meet with her to do a drive down Lewisville Road to get his opinion on the possibility of a lowered speed limit. On 9/7, Ed Carter advised that Lewisville Road is on Traffic Engineering's 9/12 schedule for review.

B. Closed Session

09/10/2012 Summary: Closed Session is planned pursuant to Va. Code §2.2-3711(A)(29) for discussion of contract negotiations.

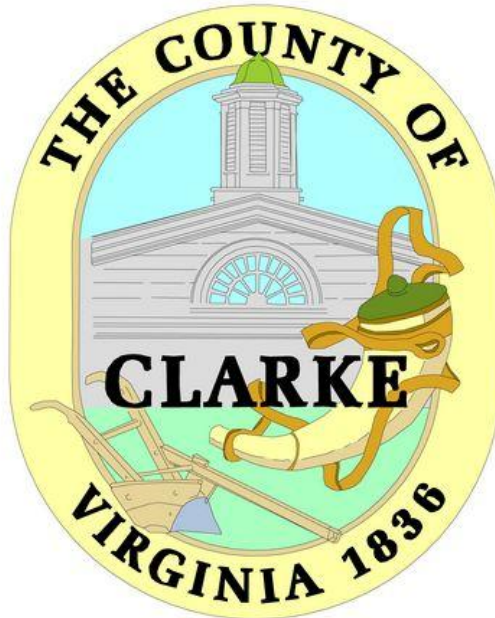
C. Comprehensive Plan Update Consultant RFP Update

09/10/2012 Summary: Brandon Stidham will provide an update on the Comprehensive Plan Update Consultant RFP.

D. Results of Pesticide Sampling – Report Only

9/10/2012 Summary: Included in the packet is the August 8, 2012 Results of Pesticide Sampling Report by Alison Teetor.

REQUEST FOR PROPOSALS
CLARKE COUNTY, VIRGINIA



RFP # 12-1002

COMPREHENSIVE PLAN UPDATE

DUE TUESDAY, OCTOBER 02, 2012
AT 3:00 P.M.

REQUEST FOR PROPOSALS
CLARKE COUNTY, VIRGINIA

RFP 12-1002

COMPREHENSIVE PLAN UPDATE

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- VII. SUBMITTALS REQUIRED

ATTACHMENT A- REFERENCE FORM

ATTACHMENT B- COMPLIANCE WITH VIRGINIA LAW FOR TRANSACTING
BUSINESS IN VIRGINIA

ATTACHMENT C- COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

PUBLIC NOTICE
REQUEST FOR PROPOSALS
RFP #12-1002
COMPREHENSIVE PLAN UPDATE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms that are capable of providing economic development consulting services to support Clarke County's effort to update its Comprehensive Plan and Implementing Component Plans.

All questions shall be done in writing via email to Mr. Brandon Stidham, Director of Planning and Mr. Mike Legge, Purchasing Manager. Mr. Stidham's email is bstidham@clarkecounty.gov and Mr. Legge's email address is mlegge@clarkecounty.gov.

Sealed proposals shall be clearly marked, "RFP #12-1002, COMPREHENSIVE PLAN UPDATE" and must be received in the Clarke County Purchasing Office by 3:00 P.M., Tuesday, October 2, 2012, at which time they will be publicly recorded. Proposals received after this time will not be accepted.

Proposal documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, 540-955-5185, by email at mlegge@clarkecounty.gov, or on-line at www.clarkecounty.gov and www.clarke.k12.va.us.

Each vendor must be an Equal Opportunity Employer as defined by Federal and State Law.

Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful bidder(s).

Thomas J. Judge
Director of Joint Administrative Services

REQUEST FOR PROPOSALS
CLARKE COUNTY, VIRGINIA
RFP #12-1002

CLARKE COUNTY COMPREHENSIVE PLAN UPDATE

I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms that are capable of providing economic development consulting services to support Clarke County's (herein known as "County) effort to update its Comprehensive Plan and Implementing Component Plans.

B. BACKGROUND

Clarke County, Virginia is a rural jurisdiction located in the Northern Shenandoah Valley adjacent to Warren, Frederick, Loudoun, and Fauquier Counties in Virginia and Jefferson County in West Virginia. The County is relatively small in area (178 square miles) and population (14,034) and contains two incorporated towns – Berryville and Boyce. While the County does not have direct access to an interstate highway, it is bisected by Federal (US Routes 340, 522, and 17/50) and State (VA Route 7) primary highways.

The County's current Comprehensive Plan was last updated and readopted in 2007. The Plan format consists of a base plan document and nine topic-specific master plans, or Implementing Component Plans. The County's approach with the current review project is to update and readopt the base plan by mid-2013, then work on updating the Implementing Component Plans using the guidance provided in the revised base plan. The Towns of Berryville and Boyce maintain separate comprehensive plans with Berryville currently in the process of reviewing and updating their plan. Clarke County and Berryville share maintenance of a master plan (Berryville Area Plan) for growth areas to be annexed by the Town – this Plan is also in the process of being updated.

One of the objectives of the current review will be to evaluate and adopt economic development strategies that are consistent with Clarke County's approach to growth management and land use decision-making. The County has been very successful in preserving agricultural land and open space and focusing growth into the incorporated Towns and villages, due primarily to the unique "sliding scale zoning" system that was implemented in 1980. In recent years, the County has also benefited from a successful conservation easement program that has resulted in approximately 20% of the County's total area being placed in permanent easement.

The County does not expect dramatic changes to the land use strategies with this update project but is interested in exploring innovative, “outside of the box” approaches to economic development at or near the County’s public infrastructure – the Towns and intersections of major primary routes (including Waterloo and Double Tollgate). Any strategies that are proposed, however, must be consistent with and complement the County’s existing land use policies and strategies.

II. PROPOSAL INQUIRIES

- A. All questions shall be done in writing via email to Mr. Brandon Stidham, Director of Planning and Mr. Mike Legge, Purchasing Manager.
- B. Mr. Stidham’s email is bstidham@clarkecounty.gov and Mr. Legge’s email address is mlegge@clarkecounty.gov.
- C. Questions will either be answered directly via an email or through an addendum. See section “IV:5 Addenda” for more information

III. REQUIREMENTS

A. Consultant Credentials

- 1. Consultant credentials shall include credible industry experience and knowledge.
- 2. Consultant shall be independent of any business or person that may materially benefit from recommendations.
- 3. The consultant shall have some professional education and experience, carry appropriate errors and omissions insurance to cover advice he/she gives, and should have wide industry affiliations with which to work.
- 4. The successful respondent will be able to articulate in writing and in discussions with the interview panel a scope of work that demonstrates innovation and a clear understanding of Clarke County’s approach to land use decision-making and land preservation.
- 5. The respondent should also have knowledge of the economics of development in our region (including the cost of building out utilities) so as to ensure that all proposed solutions will be economically successful for both the developer and the County.

B. Reimbursable Expenses

1. The selected consultant shall assume all travel and transportation expenses for its employees.
2. The consultant shall assume all communications expenses for its employees, including phone tolls, postage, etc.

IV. SPECIAL INSTRUCTIONS

1. Copies of the RFP are available at the Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611. Phone (540) 955-5185. The RFP can also be seen and downloaded on-line at www.clarkecounty.gov, by clicking on current solicitations.
2. Sealed Proposals shall be clearly marked, "RFP 12-1002, COMPREHENSIVE PLAN UPDDATE" and must be received in the Clarke County Purchasing Office (129 Ramsburg Lane, Berryville, VA 22611) by 3:00 P.M. (local prevailing time), Tuesday, October 2, 2012, at which time they will be publicly recorded. Proposals received after this time will not be accepted. The official time will be determined by the clock in the Purchasing Office.
3. Each vendor must submit one (1) original and seven (7) copies (total of 8) of all requested Proposal components. Original shall be marked as such.
4. Clarke County reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful contractor(s).
5. Addenda
 - a. Addenda will be posted on line at www.clarkecounty.gov and mailed or delivered to all that are known by the issuing office to have received a complete set of Bid Documents or to all those in attendance at a mandatory pre-bid conference, if applicable.
 - b. The County will attempt to notify all vendors that are known to have a complete set of Proposal Documents; however, it is ultimately the responsibility of each company to check the County website (www.clarkecounty.gov, business, current solicitations) for addendums.
 - c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

- d. No Addenda will be issued later than two days prior to the date of receipt for Bids except an Addendum withdrawing the Invitation for Bids or one that includes postponement of the date of receipt for Bids.
- e. Each Bidder shall ascertain before submitting a Bid how many Addenda, if any, were issued.
- f. Each Bidder shall certify on the Bid Response Form the number of additional Addenda received.

V. SCOPE OF WORK

- A. The selected consultant will work with Planning Department staff and the Planning Commission on the base plan document and relevant Implementing Component Plans.
- B. The selected consultant will also be responsible for developing a work plan to address the following needs:
 - 1. Review and evaluate the County's current planning documents and previous economic development/infrastructure needs as they pertain to current economic conditions.
 - 2. Evaluate existing and proposed objectives and policies in the base plan document and recommend new or amended language pertaining to economic development.
 - 3. Work with Planning Staff to facilitate development of a draft economic development strategic plan for consideration as a new Implementing Component Plan.
 - 4. Facilitate development of specific economic development strategies in key Implementing Component Plans. At a minimum, the strategies should complement the County's approach to land use decision-making and should include realistic recommendations given the County's current and future infrastructure capacities.
 - 5. Attend all relevant meetings throughout the project and provide technical support pertaining to economic development as needed.
- C. Expected deliverables include, at a minimum, formal outlines and reports to address the work items listed above.
- D. The County anticipates a one-year time frame to complete the review and adoption of the base plan document and eighteen-months to two-years to complete the review and adoption of an economic development strategic plan and

other relevant Implementing Component Plans. The County will attempt to expedite the review and update of Component Plans that require economic development recommendations.

E. The selected respondent should be prepared to begin work on this project on November 1, 2012.

VI: EVALUATION CRITERIA

- A. Responses will be judged according to the following weighted criteria:
1. Quality of proposal – 50 %
 2. Demonstrated experience with similar economic development strategic planning projects in other localities – 20%
 3. Demonstrated understanding of Clarke County’s attributes including approach to land-use decision-making and land preservation – 20%
 4. Proximity of offices and staff to Clarke County including proposed availability for meetings- 10%
- B. After the proposals are scored, the County may decide to interview two to four firms that are ranked the highest after scoring them based on the aforementioned evaluation criteria. If interviews are deemed necessary, the firm’s presentation and interview skills may be a part of the overall evaluation process.
- C. After the firms are ranked, the County will negotiate a contract that will include pricing information, most likely an hourly labor rate most likely with a “do-not exceed number of hours without further approval” type of cap. If the County is not able to negotiate a contract with the highest ranked firm, the County will proceed with negotiating with the second highest ranked firm.

VII. SUBMITTALS REQUIRED

- A. Statement of Credentials of the firm, and the specific individuals of the firm that will be assigned to this task. Please include education and experience of the specific individuals of the firm that will be assigned to this task.
- B. Attachment A. Listing of client references including names and phone numbers. This listing should contain clients with whom the consultant has worked directly in the last five (5) years. It is preferred that references be in the Commonwealth of Virginia, if possible.

- C. A copy of one (1) similar study performed for another client, preferably for a similar-sized County.
- D. Certificate of Insurance.
- E. Attachment B; Compliance with Virginia Law for Transacting Business in Virginia.

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal shall include the identification number that was issued to them by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

- F. Payment and Performance bonds will not be required.

Balance of page intentionally left blank.

REQUEST FOR PROPOSAL
CLARKE COUNTY, VIRGINIA
RFP # 12-1002

I. Attachment A - Reference Form

This form must be completed and returned as part of your proposal packet. Offerors shall provide the following references for four (4) most recent similar projects/jobs within Virginia.

CONTRACTOR'S NAME _____

RFP #
12-1002

1. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
2. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
3. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	
4. FIRM NAME	
CONTACT PERSON	TITLE
STREET ADDRESS, CITY, STATE, ZIP	
TELEPHONE	FAX
SPECIFIC INFORMATION	



CLARKE COUNTY
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT

129 Ramsburg Lane
Berryville, VA 22611
Phone (540) 955-5185 Fax (540) 955-0456

ATTACHMENT B:
Compliance with Virginia Law for Transacting Business in Virginia.

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

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

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT C:
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.

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- GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES
- HH. ANITRUST
- II. DEFAULT
- JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS
- KK. SEVERABILITY OF CONTRACT

- A. **COMPETITION INTENDED:** It is Clarke County’s intent that this document permits competition. It shall be the prospective bidder’s responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.
- B. **INQUIRIES:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

- C. **INCONSISTENCY IN PROVISIONS:** In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.
- D. **COOPERATIVE PURCHASING:** It is the desire of Clarke County that all other jurisdictions be allowed to “ride the bid” and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

1. Clarke County is acting as the “Contracting Agent” for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction’s purchasing policy and procedures.
3. For copies of other jurisdictions’ terms and conditions, Contractor must contact them.

- E. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

- F. **TAX-EXEMPT STATUS:** Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request.
- G. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.

- H. FIRM BID PRICING: Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. "Discount from list" bids are not acceptable unless requested.
- I. TIE BIDS: The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.
- J. ANTI-DISCRIMINATION: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4311, Employment Discrimination by Contractor Prohibited" which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

L. DEBARMENT STATUS: By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. RESPONSE FORM PROCEDURES:

1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.
2. Sealed Bids and Sealed Proposals offered by fax and or telephone will not be accepted.
3. Quotes offered by fax will be accepted; however, telephone quotes will not be accepted.
4. All Response Forms delivered in person must be delivered to the Purchasing Office.
5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.
6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.
7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.
8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.

9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.
10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.
11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.
12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.
13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.
14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.
15. Unless otherwise specified, Response Forms must be submitted in triplicate and will be received at:
Clarke County Purchasing Office
129 Ramsburg Lane
Berryville VA 22611
16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

Sealed Bid – Do Not Open
IFB # _____
PROJECT NAME _____
17. Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read aloud. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.
18. If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).
 - a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
 - b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
 - c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
 - d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate.**

N. BID WITHDRAWALS

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.
2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:

- a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or
 - b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.
3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).
 4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
 5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.
 6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to 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.

O. AWARD SPECIFICS

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.
2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.
4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.
6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services confirm to the specification.
7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.
8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.
9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.
11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for

immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.

13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**
16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.
17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.
2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
4. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.
5. Possible reasons for termination are:
 - a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.
 - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions" which reads:

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **INSURANCE REQUIREMENTS:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The Certificate of Insurance shall be properly completed as follows:
 - a. It shall name "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".
 - b. It shall list "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured" under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions".
 - c. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.

6. The Certificate of Insurance shall be for a minimum of the following:

a. **Worker's Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. **Employer's Liability - \$100,000**

c. **General Liability – per occurrence** **\$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence** **\$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability** **\$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,000,000 per occurrence, \$3,000,000 aggregate
**(This complies with §8.01-581.15 of the Code of Virginia)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

7. The Contractor's insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County's insurance requirements.**
9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.
12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.
13. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Director of Joint Administrative Services.
14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

- a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

- b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.
- c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions.**

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.
2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit
Per instructions from Building Department Office
Phone 540-955-5112

Clarke County Business License
Per instructions from Commissioner of the Revenue's Office
Phone 540-955-5108

Virginia State Contractor's License
Per VA Board for Contractors Statutes Title 54.1, Chapter 11
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

3. **Clarke County does not waive any fees involved** in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.
4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.
2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

Clarke County Accounts Payable
524 Westwood Road
Berryville VA 22611

(v) 540-955-6171 (f) 540-955-0676

- a. All submitted invoices shall show payer identification as follows:
- b. Individual Contractors shall provide social security number.
- c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.
- d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.
- e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County of Clarke shall promptly notify the contractor as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

V. PAYMENTS TO SUBCONTRACTORS

- 1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.
- 2. A Contractor awarded the contract under this solicitation is hereby obligated to:
 - a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.
 - b. Pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Clarke county, except for amounts withheld as stated above.
 - c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.
 - d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.
 - e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

W. DISPUTES

- 1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.
- 2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

X. PROTEST OF AWARD OR DECISION TO AWARD

- 1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.

2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.
3. Written protest shall include basis for the protest and relief sought.

Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – **not restrictive** – it is to indicate the type and quality desired.
3. Bids on brands of like nature and quality will be considered.
4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.
5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.
6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all **real and personal property taxes are paid before submitting a bid.**
2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.
2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.
3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the ADA. The VDA of 1990 follows the RA of 1973, Section 504.

BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.
2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.
3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and county Safety and Occupational Health Standards and any other applicable rules and regulations.
 2. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- EE. **HOLD HARMLESS CLAUSE:** Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, representatives thereof, from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.
- FF. **REFERENCES:** All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.
- GG. **FEDERAL/STATE LAWS AND COUNTY ORDINANCES:** Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.
- HH. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.
- II. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.
- JJ. **TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS.** Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:
- a. The County shall attempt to remove late fee clauses.
 - b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.
 - c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).
 - d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.
 - e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.
 - f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.
 - g. The County shall attempt to remove any clauses that disclaim warranties.
 - h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.

- i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.
- j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.
- k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS
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MEMORANDUM

TO: David Ash, Board of Supervisors, Brandon Stidham, Planning Commission
 FROM: Alison Teetor
 SUBJECT: Results of Pesticide Sampling
 DATE: August 8, 2012

In December 2011, I was contacted by Terry B Councill, a Hydrologist with USDA Pesticide Data Program (PDP). PDP collects various food commodities from across the nation and test them for pesticides, the data is used for risk assessments and registration decisions. PDP also tests drinking water. He stated that he had a project testing domestic wells for 135 pesticides and metabolites and low part-per-trillion levels. He provided me with 25 sampling kits. Sampling involved filling 3 one liter glass bottles from the kitchen faucet. Data on such a large suite of pesticides is fairly scarce which is why PDP is doing this project. He was particularly interested in samples from the Shenandoah Valley given the agriculture there and the carbonate aquifer.

Of the 25 samples, 21 had results that could be linked to an address. Sample identification was complicated by the forms included in the sample kit. They had no clear area for indicating the samplers name or address and were further complicated by asking for school district information.

The following table describes the sample results:

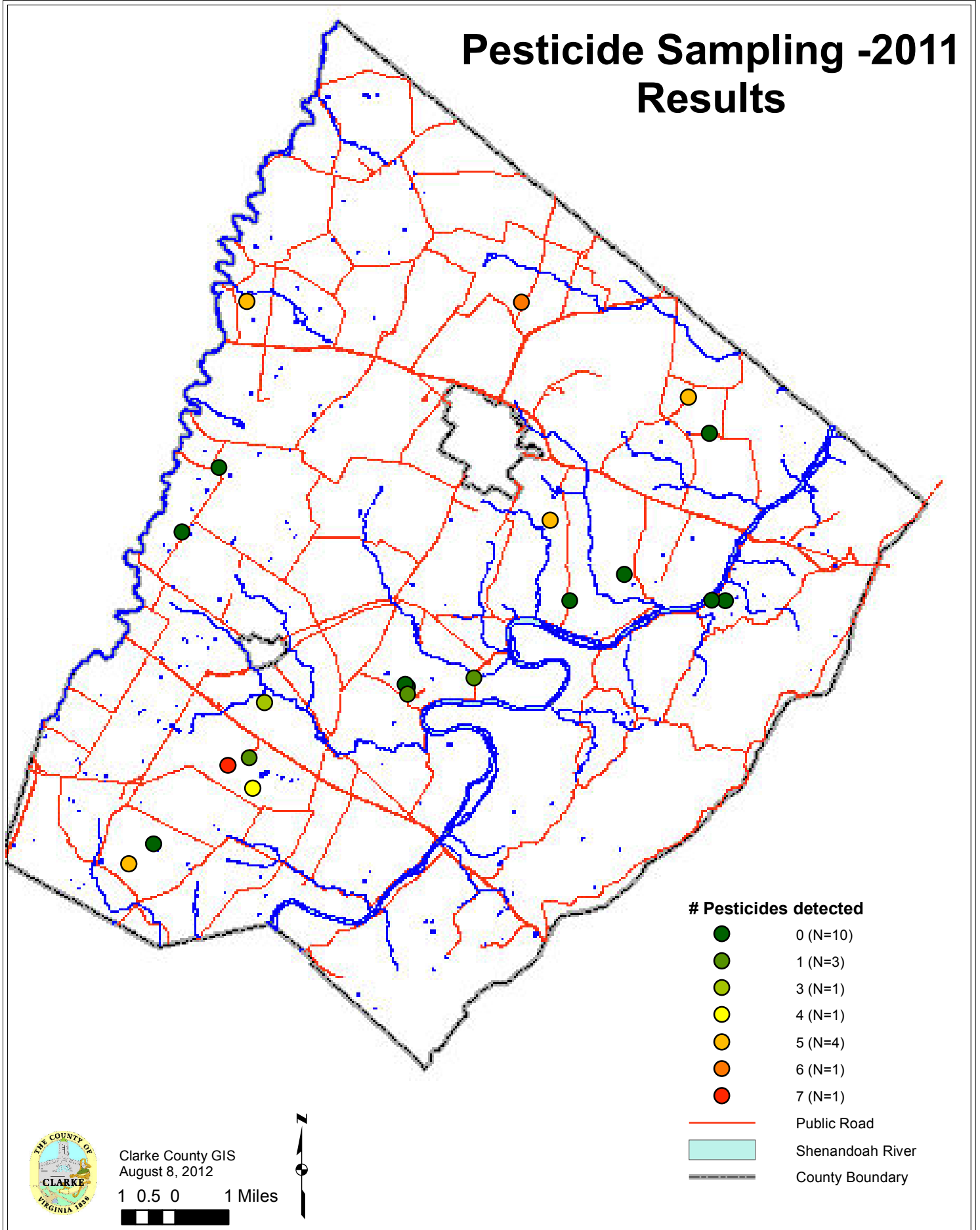
# of wells	# pesticides detected	% of samples	# samples above MCL level
10	0	48	0
3	1	14	0
1	3	5	0
1	4	5	0
4	5	18	0
1	6	5	0
<u>1</u>	7	<u>5</u>	0
21		100	

The attached map details the locations of the samples and the color gradation seeks to describe the number of pesticides detected for each. Of the 21 samples, 19 are in the Valley, 2 on the Mountain.

In all 12 different pesticides were detected. The attached table details the types and amounts identified. Mr. Councill reviewed the data and stated that all detections were low levels (low part per trillion), nothing anywhere near an MCL (maximum contaminant level) or Human health benchmark. Most are commonly applied herbicides and herbicide metabolites. He compared this to a site in Loudoun County up near Lucketts where the farmland along the Potomac River there has some pretty high hits.

Site	Alachlor ethanesulfonic acid (ESA)	Atrazine	Azinphos methyl oxygen analog	Desethyl atrazine	Desethyl desisopropyl atrazine	Dimethenamid ethanesulfonic acid (ESA)	Dimethenamid oxanilic acid (OA)	Dimethenamid/Di methenamid P	Hydroxy atrazine	Imidacloprid	Metolachlor ethanesulfonic acid (ESA)	Metolachlor oxanilic acid (OA)	not labelled	# Pesticides detected
September 5572	0	0	0	12.8	0	0	0	0	0	0	0	0	0	1
5575	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5576	0	20.9	0	55.6	188	0	0	0	5.76	0	7.9	0	0	5
5578	0	30.9	0	80.4	67.5	0	0	0	3.42	0	4.7	0	0	5
5579	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5580	0	0	0	0	17.5	0	0	0	0	0	0	0	0	1
5581	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5582	18.3	31.2	0	83.1	211	0	0	0	0	0	173	3.2	0	6
5584	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5586	0	0	0	0	0	0	0	0	0	16.4	0	0	0	1
5587	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5588	0	28.3	0	161	311	0	0	0	4.36	0	9.9	0	0	5
5589	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5590	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5591	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5593	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5594	0	0	0	13.3	19.5	0	0	0	6.03	0	0	0	0	3
5595	0	11.2	0	35.1	34	0	0	0	2.41	0	0	0	0	4
5596	13.7	137	0	271	335	0	0	0	32.8	0	390	7.9	0	7
5561	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5577	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5501	0	0	12	0	0	55	49.95	13	0	0	0	0	5.9	5

Pesticide Sampling -2011 Results



CLARKE COUNTY BOARD OF SUPERVISORS
FINANCE COMMITTEE
AGENDA

TO: Board of Supervisors
FR: Thomas Judge, Director of Joint Administrative Services
DT: September 10, 2012
RE: *September Finance*

1. **Assistant Commonwealth's Attorney position.** A resignation at the Commonwealth's Attorney Office has led to the attached request for a part-time Commonwealth's Attorney (approx. 20 hours per week).
2. **Acceptance of August Bills and Claims.** This report will be distributed via email on Friday.
3. **Standing Reports.** The following are included: Reconciliation of Appropriations.

OFFICE OF THE COMMONWEALTH'S ATTORNEY




SUZANNE LORE MACKALL
Commonwealth's Attorney

Clesta L. Rhodes
Administrative Assistant

CLARKE COUNTY, VIRGINIA
102 North Church Street
Berryville, Virginia 22611
(540) 955-5120
Fax (540) 955-5156

Assistant Commonwealth's Attorney

Beth W. Marple
Victim Witness Program Director
(540) 955-5111

TO: Tom Judge, Director of Joint Administrative Services
FROM: Suzanne L. Mackall 
RE: Budget increase
DATE: August 27, 2012

This office is requesting to be placed on the Finance Committee on September 10, 2012 to request funding for our Part Time Assistant Commonwealth's Attorney. We will be requesting funds to bring the position's total salary to \$40,000 and for funds to be allotted to pay for the required employment taxes and/or benefits.

Due to the resignation of the Assistant Commonwealth's Attorney/County Attorney, this position was re-defined to exclude the services as County Attorney thereby making it a part-time position, not full time. It is our understanding that there are no hospitalization or VRS contributions required by the County for this position.

Funding received by Clarke County for this position is \$33,741 and is received from the following: (1) a V-Stop Grant funding (which is funded through December 31, 2013) with \$22,258 in salary funds and a small portion for tax/benefits; and (2) the Compensation Board with salary funds of \$10,433 plus \$1,050 tax/benefits paid.

The Compensation Board funding is a reduced amount for this position due to a budget adjustment that occurred in 2004. According to the Compensation Board, we cannot request additional funding for the position until the budget processing period for the next fiscal year. At that time, we will request that the funding be restored to the position.

We are requesting funds in addition to those paid to Clarke County from the V-Stop grant and the Compensation Board to bring the salary for this position to \$40,000 per year plus the amount necessary for required employment taxes and benefits not already provided by the Comp Board and grant. Using the salary figures from above (total \$32,691), this will be approximately \$7,309 additional funds for salary plus the amount necessary for required employment taxes/benefits paid by the County.

Memo to Tom Judge
August 27, 2012
Page Two.

The full time position required funding a salary (\$69,534) and benefits (\$14,588) for a total of \$84,122. This was partially funded by the amounts listed above. By downsizing this position to part-time, the savings for the position is approximately \$50,000. We are requesting that some of the savings from this position modification be allotted to the part-time position.

The Commonwealth's Attorney Office is tasked with the responsibility of prosecuting all crimes occurring in Clarke County. The Commonwealth's Attorney's Office supports three courts: Juvenile & Domestic, General District and Circuit Courts. This office prepares voluminous records and pleadings as required by the criminal justice system each week. Every response by a deputy, trooper and town officer in a traffic and criminal case means more volume of work for my office.

The Assistant Commonwealth's Attorney primary duties will include prosecuting crimes involving violence against women (V-Stop) and grant supervision. She will also prosecute cases in all three courts with her primary caseload generating from the Juvenile and Domestic Relations Court. She will assist the Commonwealth's Attorney prosecuting cases in General District Court and Circuit Court.

cc: David Ash, County Administrator
Michael Hobert, Finance Committee
John Staelin, Finance Committee

Source: Joint Administrative Services
 Date: 9/6/2012

ASSISTANT
COMMONWEALTH'S ATTORNEY

	FY 13	CA	
	<u>Budget</u>	<u>Proposal</u>	<u>Variance</u>
SALARY	69,534	40,000	(29,534)
BENEFITS	14,588	3,060	(11,528)
TOTAL EXPENSE	84,122	43,060	(41,062)
COMPENSATION BOARD	11,483	11,483	-
V-STOP GRANT	22,258	22,258	-
LOCAL TAX FUNDING	50,381	9,319	(41,062)
TOTAL REVENUE	84,122	43,060	(41,062)
Total expense w/o LTF	33,741		
Salary available w/o LTF	31,343		

Original Agreement was County pay 46% of salary and benefits for County Attorney function. When applied to FY 13 this equals \$38,696.

Clarke Co.		Reconciliation of Appropriations											Year Ending June 30, 2013		06-Sep-12	
Date	Total	General Fund	Soc Svcs Fund	CSA Fund	Sch Oper Fund	Food Serv Fund	GG Cap Fund	School Cap Fund	GG Debt Fund	School Debt Fund	Joint Fund	Conservation Easements	Unemploy. Fund			
04/30/12	37,814,887	8,312,819	1,432,321	761,000	20,542,386	754,252	366,310	504,200	389,200	4,034,879	542,520	150,000	25,000			
04/30/12 Appropriations Resolution: Total																
Adjustments:																
6/19/2012					92,543			40,000								
Various One-Time School Items																
	37,947,430	8,312,819	1,432,321	761,000	20,634,929	754,252	366,310	544,200	389,200	4,034,879	542,520	150,000	25,000			
	132,543	0	0	0	92,543	0	0	40,000	0	0	0	0	0			
	14,625,767	2,431,764	955,261	351,000	9,670,210	754,252	117,024	206,510	136,746	3,000	0	0	0			
Original Revenue Estimate																
Adjustments:																
06/19/12								-52,000								
ARRA Revenue Error																
	14,573,767	2,431,764	955,261	351,000	9,670,210	754,252	117,024	154,510	0	136,746	3,000	0	0			
	-52,000	0	0	0	0	0	0	-52,000	0	0	0	0	0			
	23,189,120	5,881,055	477,060	410,000	10,872,176	0	249,286	297,680	389,200	3,898,133	539,520	150,000	25,000			
	23,373,663	5,881,055	477,060	410,000	10,964,719	0	249,286	389,690	389,200	3,898,133	539,520	150,000	25,000			
	184,543	0	0	0	92,543	0	0	92,000	0	0	0	0	0			
Change to Local Tax Funding																

Italics = Proposed actions