

FINANCE COMMITTEE
WEDNESDAY, SEPTEMBER 5, 2012
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VIRGINIA
AGENDA

5:30 PM CALL TO ORDER

- | | |
|---|-------------------|
| 1. Approve Minutes of the August 8, 2012, Finance Committee Meeting | 1 Minute |
| | Page 1 |
| 2. Resolution R-2013-13 Implementation of the 2004-2005 Changes to the Personal Property Tax Relief Act of 1998; Specific Relief for Tax Year 2012 (Grzejka) | 2 Minutes |
| | Page 4 |
| 3. Resolution R-2013-15 Approval of the FY 2013 Community Services Board State Performance Contract Between the Department of Mental Health, Mental Retardation, and Substance Abuse Services and the Prince William County Community Services Board (King / Geib / Cellucci) | 10 Minutes |
| | Page 9 |
| 4. Resolution 2013-15-R Amending the FY 2013 Budget by Budgeting and Appropriating \$17,085 for the Commonwealth of Virginia Department of Motor Vehicles' FY 2013 Selective Enforcement Grant (Laguna) | 2 Minutes |
| | Page 18 |
| 5. Resolution 2013-16-R Amending the FY 2013 Budget by Transferring \$30,000 from General Fund Contingency to Demolish the Prescott House (Collins / Via-Gossman) | 5 Minutes |
| | Page 38 |
| 6.- Resolution R-2013-16 Authorizing the Purchase of Equipment/Machinery Capital Items at the Airport (Weiler) | 2 Minutes |
| | Page 42 |
| 7.- List of Pending Finance Committee Items | 10 Minutes |
| | Page 44 |
| 8.- City Manager's Time | |

ADJOURNMENT

PAW/bgj

cc: Mayor
Council Members
John A. Budesky

Pat Weiler
Diane Bergeron
Francis Deniega

**MINUTES OF THE CITY COUNCIL FINANCE COMMITTEE
WEDNESDAY, AUGUST 8, 2012
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VA**

COMMITTEE MEMBERS PRESENT: Council Member Marc Aveni, Chairman
Vice Mayor Andrew L. Harrover
Council Member Mark D. Wolfe (Alternate)

COMMITTEE MEMBERS ABSENT: Council Member J. Steven Randolph

OTHERS PRESENT: Mayor Harry J. Parrish II, City Manager John A. Budesky, Finance & Administration Director Pat Weiler, Budget Manager Diane V. Bergeron, Fire & Rescue Chief Brett Bowman, Police Lieutenant Tina Laguna, Deputy Public Works Director Gene Jennings

GUESTS PRESENT: None.

The meeting was called to order at 5:30 PM by Chairman Aveni.

AGENDA ITEM #1 Approve Minutes of the July 25, 2012, Finance Committee Meeting

A motion was made by Vice Mayor Harrover and seconded by Council Member Aveni to approve the minutes of the July 25, 2012, Finance Committee Meeting. The Committee approved (3/0).

AGENDA ITEM #2 Resolution 2013-13-R Amending the FY 2013 Budget by Budgeting and Appropriating \$19,639 from the Department of Justice Office of Justice Programs Bureau of Justice Assistance for the 2012 Edward Byrne Memorial Justice Assistance Grant

Tina Laguna presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$19,639 from the Department of Justice Office of Justice Programs Bureau of Justice Assistance for the FY 2012 Edward Byrne Memorial Justice Assistance Grant. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #3 Resolution 2013-14-R Amending the FY 2013 Budget by Budgeting and Appropriating a \$3,279 VML Insurance Program Risk Management Grant for an Electronic Security System at the Airport

Pat Weiler presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating a \$3,270 VML Insurance Program Risk Management Grant for an electronic security system at the Airport. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #4 Resolution 2012-92-R Amending the FY 2012 Budget to Close Capital Projects

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget to close Capital Projects. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #5 Resolution 2012-93-R Amending the FY 2012 Budget to Close Storm Water Capital Projects and Returning \$1,759.79 to Storm Water Escrows

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget to close Storm Water Capital Projects and return \$1,759.79 to Storm Water Escrows. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #6 Resolution 2012-94-R Amending the FY 2012 Budget to Close Transportation Capital Projects

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget to close Transportation Capital Projects. Gene Jennings reported that traffic signals will be placed at three intersections, and there may be one placed at Godwin if it is warranted. Pedestrian counts will be done to determine if the Godwin signal is needed; and Staff will determine what actions to take if a signal is not needed. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #7 Resolution 2012-95-R Amending the FY 2012 Budget to Close Electric Capital Projects

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget to close Electric Capital Projects. The Finance Committee amended the Resolution to return the funds to the Electric Fund. The Finance Committee requested an update on the AMI project and inquired as to why the project needs \$352,000. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #8 Resolution 2012-96-R Amending the FY 2012 Budget to Close Water Capital Projects

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget to close Water Capital Projects. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #9 FY 2012 General Fund and Fire Rescue Fund Pre-Audit Report

Pat Weiler presented the FY 2012 General Fund and Fire Rescue Fund Pre-Audit Report. This item is for information only. The Finance Committee directed Staff to provide the cost of the SAFER Grant to the City in FY 2014.

AGENDA ITEM #10 FY 2014 Budget Calendar

John A. Budesky and Pat Weiler presented the FY 2014 Budget Calendar. The Committee approved (3/0).

AGENDA ITEM #11 Resolution 2012-91-R Amending the FY 2012 Budget by Transferring Miscellaneous Contingency to Detention Expenditures and Allocating the Labor Vacancy Rate to Departments

Pat Weiler presented Staff's recommendation to amend the FY 2012 Budget by transferring miscellaneous contingency to Detention Expenditures and allocating the Labor Vacancy Rates to departments. The Committee approved (3/0). This item will be forwarded to the August 13, 2012, City Council meeting.

AGENDA ITEM #12 City Manager's Time

John A. Budesky reported that the Resolution with the Schools will be going to City Council on Monday, August 13, 2012.

Council Member Aveni reported that the owner of the Ledo Pizza on Liberia Avenue has a sign issue.

John A. Budesky reported that he will need to know how many tickets are needed for the Romney event on Saturday, August 11, by noon tomorrow.

Mayor Parrish commented that Staff is doing an outstanding job in preparation for the Romney event.

Vice Mayor Harrover reported that he has received complaints about the railroad crossings.

The meeting was adjourned at 6:46 PM by Chairman Aveni.

AGENDA STATEMENT

PAGE NO. 4

ITEM NO. 2

MEETING DATE: September 5, 2012 – Finance Committee

TIME ESTIMATE: 2 Minutes

AGENDA ITEM TITLE: Resolution R-2013-13 Implementation of the 2004-2005 Changes to the Personal Property Tax Relief Act of 1998; Specific Relief for Tax Year 2012

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** September 12, 2011 – City Council

**SUMMARY OF
ISSUE/TOPIC:** The Personal Property Tax Relief Act of 1998, as revised, requires the City of Manassas to take affirmative steps to provide for the computation and allocation of relief provided pursuant to the PPTRA, as revised. Resolution R-2013-13 provides citizen's relief of 60.0% for personal use vehicles. This percentage fully applies the Commonwealth's contribution toward personal property tax relief for tax year 2012.

**STAFF
RECOMMENDATION:** Approve Resolution R-2013-13

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:** \$3,786,630 provided by the Commonwealth of Virginia for Personal Property Tax Relief for 2012, represents 60% relief on eligible personal use vehicles this year

STAFF: John Grzejka, Commissioner of the Revenue, (703) 257-8220

MOTION: _____

**September 10, 2012
Regular Meeting
Resolution #R-2013-13**

SECOND: _____

**RE: IMPLEMENTATION OF THE 2004-2005 CHANGES TO THE
PERSONAL PROPERTY TAX RELIEF ACT OF 1998; SPECIFIC
RELIEF**

WHEREAS, the Personal Property Tax Relief Act of 1998, Va. Code 58.1-3523 *et seq.* ("PPTRA"), has been substantially modified by the enactment of Chapter I of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly (the 2005 revisions to the 2004-06 Appropriations Act, hereinafter cited as the "2005 Appropriations Act"); and

WHEREAS, these legislative enactments require the City of Manassas to take affirmative steps to implement these changes, and to provide for the computation and allocation of relief provided pursuant to the PPTRA as revised; and

WHEREAS, these legislative enactments provide for the appropriation to the City of Manassas, of a fixed sum to be used exclusively for the provision of tax relief to owners of qualifying personal use vehicles that are subject to the personal property tax on such vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby identify that qualifying vehicles obtaining situs within the City of Manassas during tax year 2011, shall receive personal property tax relief in the following manner:

SECTION 1. Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;

SECTION 2. Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for 60.0% tax relief;

SECTION 3. Personal use vehicles valued at \$20,001 or more shall only receive 60.0% tax relief of the first \$20,000 of value; and

SECTION 4. All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program.

SECTION 5. This Resolution shall be deemed effective upon adoption.

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Harry J. Parrish, II Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea Madden City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

MOTION: _____

**September 10, 2012
Regular Meeting
Resolution #R-2013-13**

SECOND: _____

**RE: IMPLEMENTATION OF THE 2004-2005 CHANGES TO THE
PERSONAL PROPERTY TAX RELIEF ACT OF 1998; SPECIFIC
RELIEF**

_____**WHEREAS**, the Personal Property Tax Relief Act of 1998, Va. Code 58.1-3523 *et seq.* ("PPTRA"), has been substantially modified by the enactment of Chapter I of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly (the 2005 revisions to the 2004-06 Appropriations Act, hereinafter cited as the "2005 Appropriations Act"); and

WHEREAS, these legislative enactments require the City of Manassas to take affirmative steps to implement these changes, and to provide for the computation and allocation of relief provided pursuant to the PPTRA as revised; and

WHEREAS, these legislative enactments provide for the appropriation to the City of Manassas, of a fixed sum to be used exclusively for the provision of tax relief to owners of qualifying personal use vehicles that are subject to the personal property tax on such vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby identify that qualifying vehicles obtaining situs within the City of Manassas during tax year 2011, shall receive personal property tax relief in the following manner:

SECTION 1. Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;

SECTION 2. Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for ~~67.5%~~60.0% tax relief;

SECTION 3. Personal use vehicles valued at \$20,001 or more shall only receive ~~67.5%~~60.0% tax relief of the first \$20,000 of value; and

SECTION 4. All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program.

SECTION 5. This Resolution shall be deemed effective upon adoption.

|

Harry J. Parrish, II Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea Madden City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

AGENDA STATEMENT

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ITEM NO. 3

MEETING DATE: September 5, 2012 – Finance Committee

TIME ESTIMATE: 10 Minutes

AGENDA ITEM TITLE: Resolution R-2013-15 Approval of the FY 2013 Community Services Board State Performance Contract Between the Department of Mental Health, Mental Retardation and Substance Abuse Services and the Prince William County Community Services Board

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: September 26, 2011 - City Council Meeting (FY 2012 Contract)

SUMMARY OF ISSUE/TOPIC: The Code of Virginia requires that the governing body of each county and city approve the annual plan and budget of its respective Community Services Board (CSB) before the CSB can become eligible for grants from the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services. The City needs to accept the plan by September 30, 2012. A staff report by Mr. Tom Geib, CSB Executive Director is attached.

The referenced contract specifies the conditions to be met for the Community Services Board to receive State controlled funds, identifies the groups of consumers to be served with those funds, and includes requirements to ensure accountability to the State. This contract is specific to the State reporting requirements and does not govern the services provided to the City or its residents.

STAFF RECOMMENDATION: Approve Resolution R-2013-15

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

Community Services Board services are provided and budgeted as part of the Shared Services Agreement with Prince William County

FY 2013 Budget - \$1,666,550

STAFF: Ronald King, Family Services Director, (703) 361-8277, ext. 2329
Tom Geib, Executive Director, Community Services Board
Carman Cellucci, Board Member and City of Manassas Representative

MOTION:

**September 17, 2012
Regular Meeting
Res. No. R-2013-15**

SECOND:

**RE: APPROVE THE FISCAL YEAR 2013 STATE PERFORMANCE
CONTRACT FOR SUBMISSION TO THE DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES**

WHEREAS, the Virginia Department of Behavioral Health and Developmental Services and the Virginia Association of Community Services Boards have satisfactorily negotiated a new Performance Contract for Fiscal Year 2013; and

WHEREAS, the Prince William County Community Services Board must have an approved State Performance Contract with the Virginia Department of Behavioral Health and Developmental Services in order to continue receiving State and Federal funding being held.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby approve the Fiscal Year 2013 State Performance Contract for submission to the Department of Behavioral Health and Developmental Services.

Mayor Harry J. Parrish II
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

Vote:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

CITY OF MANASSAS
Account Balance Inquiry

8/31/12

10:13:30

Account number . . . : 100-9603-441.56-97
Fund : 100 General Fund
Department : 96 Nondepartmental
Division : 03 PWC Shared Services
Activity basic : 44 Health and Welfare
Sub activity : 1 Payment to Entities
Element : 56 Health And Welfare
Object : 97 PWC-Community Services

Original budget : 1,666,550

Actual expenditures - current	277,760.00		
Actual expenditures - ytd00		
Unposted expenditures	138,880.00		
Encumbered amount00		
Unposted encumbrances00		
Pre-encumbrance amount00		
Total expenditures & encumbrances:	416,640.00	25.0	%
Unencumbered balance	1,249,910.00	75.0	%

F5=Encumbrances**F7=Project data****F8=Misc inquiry****F10=Detail trans****F11=Acct activity list****F12=Cancel****F24=More keys**



COMMONWEALTH of VIRGINIA

JAMES W. STEWART, III
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

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Richmond, Virginia 23218-1797

Telephone (804) 786-3921
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www.dbhds.virginia.gov

MEMORANDUM

TO: CSB Executive Directors, the Local Government Department with a Policy-Advisory CSB Director, and the Behavioral Health Authority Chief Executive Officer

FROM: Paul R. Gilding
Community Contracting Director

SUBJECT: FY 2013 and FY 2014 Community Services Performance Contract

DATE: May 7, 2012

Attached for your information and use are the FY 2013 and FY 2014 performance contract documents: the Community Services Performance Contract and the Partnership Agreement. The CSB Administrative Requirements, a separate document incorporated into the contract by reference, is also attached. These documents are available on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm. The Department is distributing Letters of Notification and the Community Automated Reporting System (CARS) contract software electronically now. Letters of Notification contain initial allocations of state and federal funds to community services boards (CSBs), the behavioral health authority, and the local government department with a policy-advisory CSB, all of which are referred to as CSBs in the contract documents and this memo.

The attached documents incorporate changes proposed in the FY 2013 Performance Contract exposure drafts, distributed for public comment on December 30, 2011 with a cover memorandum that summarized changes from the FY 2012 Performance Contract. The attached documents also reflect comments received during the 60-day public comment period required by § 37.2-508 of the Code of Virginia, the work of the Performance Contract Committee established by the Department and the Virginia Association of Community Services Boards, and comments from Department staff. All of the significant changes from the FY 2012 Contract are described below. Changes made in the FY 2013 exposure drafts are written in the past tense, and changes made after the exposure drafts are written in the present tense.

Performance Contract Changes

1. The most significant change is moving to a biennial performance contract for FY 2013 and FY 2014. This change reflects provisions in HB 1295 and SB 679, enacted by the 2012 General Assembly, that will be in § 37.2-508 of the Code of Virginia and effective on July 1. Section 3 on page 3 of the contract states the contract would be renewed for an additional year with the insertion of revised Exhibits A, E, F, G, and H for FY 2014. Contract renewal for FY 2014 should eliminate the need for statewide 60-day and local 30-day public comment periods and local government approval of the contract for FY 2014.

FY 2013 and FY 2014 Performance Contract

May 7, 2012

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2. Another major change is elimination in Exhibit E of a final FY 2013 performance contract revision in May, 2013. This should significantly reduce CSB and Department workloads.
3. Language is added in subsection 4.c.2.) at the top of page 4 to reflect the new requirement in subdivision A.4 of § 37.2-505 (House Bill 1075 and Senate Bill 201) for CSBs to provide information about their substance abuse services for minors to all hospitals.
4. A new subsection 4.c.4.) is inserted on page 4 about CSB provision of Medicaid-reimbursed rehabilitative mental health and MR/ID targeted case management services.
5. References to discharge protocols were updated in subsections 4.c.8.) on page 4, 7.b.3.) on page 11, and 7.c.5.) on page 12.
6. Language about reporting unduplicated numbers of populations served in section 4.d on page 5 was deleted because it duplicates language in subsection 6.c.2.) c.) on page 9.
7. A new section 4.e is inserted on page 5 about the Department of Justice Settlement Agreement, which contains 17 requirements that apply to CSBs. Once the Agreement is entered by the judge, the requirements will be added to the contract as an amendment.
8. Language was added to subsection 6.b.3.) on page 6 to reflect the shift of many performance goal and expectation affirmations from Exhibit B to the CSB Administrative Requirements.
9. Satisfaction survey language was moved from Exhibit C to subsection 6.b.4.) c.) on page 6.
10. Requirements related to conducting and reporting on the ROSI in subsections 6.b.4.) f.) on page 7, 7.b. 5.) on page 12, and 7.c. 4.) on page 12 were changed to a biennial schedule in odd-numbered years to reduce CSB, state facility, and Department workload.
11. A new subsection 6. b.5.) is inserted on page 7 about a training curriculum for case managers.
12. Language in subsections 6.c. 1.) g.) and h.) on page 8 was clarified about Part C and juvenile detention center reporting.
13. A new subsection 6.c.1.) j.) is inserted on page 8 to address data reporting requirements for CSBs that are fiscal agents for the new START programs. Since these requirements are not yet defined, the language states these data will be identified collaboratively by the Department and the CSB working through the VACSB Data Management Committee.
14. A new subsection 6. c.4.) is inserted and subsection 6. c.5.) is revised on page 9 to recognize the implementation of EHRs by CSBs.
15. Language about DAP responsibilities and reviews that was in sections 6.d and section 7.e of the FY 2012 contract was stricken since they are covered by other provisions in the contract and DAP funds are no longer restricted.
16. A new section 6.d was inserted on page 10 and language is added to section 7.f on page 14 about providing information by moving language from Exhibit K to these sections.
17. Sections 6.e on page 10 and 7.e on page 14 are revised to require that email transmission of protected health information and personally identifiable information among CSBs, state facilities, and the Department be encrypted using a method supported by the Department.
18. Outdated language in the FY 2012 contract about intensive care coordination was deleted from subsection 6.h. 2.) on page 11.
19. A new section 6.i was inserted on page 11 about implementing electronic health records.
20. Language was added in subsection 7.c.1.) on page 12 to clarify that the CSB's participation occurs through the VACSB Data Management and Quality Assurance Committees.

FY 2013 and FY 2014 Performance Contract

May 7, 2012

Page 3

21. Subsections 7.d.3.) and 7.d.5.) on page 13 are revised to recognize the implementation of EHRs by CSBs.
22. Section 7.i is added on page 14, paralleling the CSB requirement in section 6.i on page 11, to require the Department to engage in actions necessary to be able to implement an electronic health record by January 1, 2014.
23. Language was added to section 8.b on page 15 to emphasize the CSB's responsibility to obtain CCS 3 data from subcontractors and include it in its monthly CCS 3 submissions.
24. In response to heightened concerns about fraud, section 9.i was added on page 18 about CSB liability for fraud and mismanagement.
25. A new section 9.j was added on page 18 to emphasize the CSB's responsibility for ensuring that the resolutions or ordinances that established it are current and accurate.
26. Section 10.a in the FY 2012 contract was deleted since there had been no activity on evidence-based practices for several years.
27. Language in section 10.c of the FY 2012 contract about electronic health records was deleted since this is addressed in new section 6.i on page 11.
28. Section 10.b is revised and section 10.d in the FY 2013 exposure drafts is stricken on page 19 to reflect recommendations of the VACSB Data Management Committee.
29. A new subsection 10.d on individual satisfaction surveys was added on page 19 in response to VACSB Data Management Committee recommendations.
30. New revenue lines were added at the bottom of page 22 to reflect the additional expanded community capacity funds appropriated for Region 5.
31. The Local Matching Funds sections on pages AF-4 (page 23), AF-5 (page 24), and AF-7 (page 26) in Exhibit A are revised to reflect provisions of State Board Policy 4010, updated on October 7, 2008, that identify these revenues as acceptable local match for grants of state funds: local government appropriations; philanthropic cash contributions; in-kind contributions of space, equipment, and professional services; and interest revenue in certain circumstances.
32. New revenue lines were added for the Trust Fund and to reflect the regional nature of the crisis stabilization (START) programs on page 24.
33. Form 11A on page AP-1 in the FY 2012 contract, which contained limited Pharmacy Medication Supports information, is deleted. However, CSBs will still be required to report the total number of individuals whose medications were funded with Pharmacy Medication Supports funds in the mid-year and end of the fiscal year performance contract reports.
34. Lines were added to Form 21 on page 29 for new START programs.
35. Exhibit B was extensively revised to move routine affirmations to the CSB Administrative Requirements, move a requirement from Exhibit C to section VIII, and add language in section VII about implementing Quality Improvement Measures, which the Department has been developing in collaboration with the VACSB Data Management Committee (DMC).
36. Section VI.B of Exhibit B in the FY 2012 contract was deleted since it is no longer applicable. This includes a reference to the Performance Expectations Steering Committee, which no longer exists and its function is being fulfilled by the VACSB DMC. This effort has been replaced with developing Quality Improvement Measures.
37. The second quality improvement measure in Exhibit B on pages 34 and 35 is eliminated.

FY 2013 and FY 2014 Performance Contract

May 7, 2012

Page 4

38. Exhibit C was deleted since its content has been moved to the contract body or Exhibit B. The Web Site CSB and State Facility Accountability Measures mentioned in Exhibit C have been replaced by the Quality Improvement Measures activity.
39. Language is added in Exhibit E on page 41 to require the CSB to notify the Department before it begins providing a new category or subcategory of core services or stops providing a category or subcategory of core services.
40. Exhibit G was revised and the second page was eliminated since it is not necessary. The revision clarified what information must be provided to the Department, depending on whether the CSB acts as its own fiscal agent. Confirmation of local government approval of the Performance Contract (the second page) is not needed since subsection B of § 37.2-508 of the Code of Virginia states that if it is not approved by local governments by September 30, the contract shall be deemed to be approved.
41. Exhibit H on page 45 was revised to reflect the change in terminology from consumer to individual receiving services, and the requirement for a CSB organization chart was eliminated.
42. Exhibit H on page 45 also is revised to collect information on Table 2 about integrated behavioral and primary health care partnerships.
43. Table 2 in the CARS software that reports CSB management salaries was revised to include only the salary range and salary of the CSB executive director.
44. The process on the second page of Exhibit I in the FY 2012 contract for obtaining an extension of the end of the fiscal year report due date was eliminated since it has not been used in some time, was never widely used, and is not necessary. If the report is not received on time, future semi-monthly disbursements of state and federal funds are delayed until the report is received, which is the usual practice for any late reports.
45. Parts of Exhibit K in the FY 2012 contract were moved to the CSB Administrative Requirements, where they had been several years ago.
46. Language was added to subsection I.A.1.a. in Exhibit K on page 49 related to compliance with specific requirements in the State and Local Government Conflict of Interests Act.
47. Language was added to section I.A.1.b. in Exhibit K on page 49 related to compliance with specific requirements in the Virginia Freedom of Information Act.

Partnership Agreement Changes

1. Language about CSB responsibilities to encourage and facilitate local interagency collaboration and cooperation to meet employment and stable housing needs was added to item 8 on page 3.
2. Core Value 2 on page 5 is revised to eliminate the negative aspects of the statement.
3. Language about stable and decent housing and a reference to State Board Policy 4023 was added to item 15 on page 6.
4. A reference to State Board Policy 1044, which may be adopted by the State Board before the term of the FY 2013 Performance Contract, was added to item 16 on page 6.
5. The requirement for signatures on page 12 of the FY 2012 contract is eliminated since the parties already agree to incorporate the Agreement into and make it a part of the current Community Services Performance Contract by reference, so a signature page is superfluous.

CSB Administrative Requirements Changes

1. While this document is incorporated into the performance contract by reference, like the Core Services Taxonomy, CCS 3 Extract Specifications, and Discharge Planning Protocols, it is no longer identified as a performance contract document since it is a reference document like those others, all of which are available at www.dbhds.virginia.gov/OCC-default.htm.
2. Language about statutory requirements was moved from Exhibit K of the Performance Contract to subsection II.A.1 on pages 1 and 2.
3. Compliance with the Uniform Cost Report Manual in subsection II.A.2.b is deleted on page 2.
4. Language about the SFTP server was added to subsection II.A.6.d on page 8.
5. Provisions about CSB responsibilities for planning, forensic services, and access to services was moved from Exhibit K to subsections II.A. 7 through 9 on pages 8 through 10.
6. Language about continuous quality improvement was moved from Exhibit B of the Performance Contract to subsection II.A.10 on pages 10 through 13.
7. Provisions about Department responsibilities for information technology and planning were moved from Exhibit K to subsections III.A. 1 and 2 on pages 13 and 14.

All of the contract's Exhibit A will be submitted electronically using CARS software supplied by the Department. More detailed information about which parts of the contract must be submitted on paper is contained in Exhibit E. The CARS software also contains Table 2: FY 2013 CSB Management Salary Costs, which enables CSBs and the Department to respond to requirements in § 37.2-504 of the Code of Virginia. This table also collects FTE information by program area and for services available outside of a program area, including numbers of peer providers. Peer providers are staff who self-identify as individuals receiving services and have been hired specifically as peer providers. Staff not hired as peer providers, even if they have a mental health or substance use disorder or intellectual disability, should not be reported as peer providers. To be accepted for processing by the Department, a performance contract must satisfy the criteria in Exhibits E and I of the contract.

1. Exhibit A, Exhibit H, and Table 2 must be submitted to the Department's Office of Information Technology Services using CARS software and must be complete and accurate.
2. Since the contract is being distributed electronically, the parts of the contract that are submitted on paper should be printed, signed where necessary, and mailed to the Office of Community Contracting at the same time Exhibits A and H are submitted. These parts are: signature page of the contract body (page 19), signature page of Exhibit B, Exhibit D (if applicable), Exhibit F (two pages), Exhibit G, and Exhibit J (if applicable). The Department must receive all parts of the contract submitted on paper before a contract submission will be considered complete.
3. Exhibit A must conform to the allocations of state and federal funds in the Letter of Notification enclosures, unless amounts have been revised by or changes negotiated with the Department and confirmed by the Department in writing. Total revenues in each program area (pages AF-1 through AF-7) must equal total costs shown on Forms 11, 21, 31, and 01 or differences must be explained on the Financial Comments form.
4. Contracts must contain actual appropriated amounts of local matching funds. If a CSB cannot include the minimum 10 percent local matching funds in its contract, it must submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the Office of Community Contracting with its contract. More information about the waiver request is contained in an attachment to this memorandum.

FY 2013 and FY 2014 Performance Contract

May 7, 2012

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The FY 2013 contract and other materials described above are due in the Department's Office of Community Contracting by **June 15, 2012**, except for Exhibits A and H, which are submitted to the Department's Office of Information Technology Services by the same date. More detailed information about submitting Exhibits A and H in CARS will be provided in the Performance Contract Workshop that will be conducted by Department staff later in May.

Section 37.2-508 or 37.2-608 of the Code of Virginia requires the CSB or behavioral health authority to make its proposed performance contract available for public review and solicit public comment for a period of 30 days before submitting it for the approval of the operating or administrative policy CSB or behavioral health authority board of directors or the comments of the local government department's policy-advisory CSB. The same Code section authorizes the Department to provide up to six semi-monthly payments of state and federal funds to allow sufficient time to complete public review and comment, local government approval, and Department negotiation and approval of the contract. The Performance Contract Process (Exhibit E) automatically provides the first two semi-monthly July payments to all CSBs, whether or not a contract has been submitted. The Process conditions the next four semi-monthly payments (two in August and two in September) on the Department's receipt of a complete performance contract.

Once a performance contract is received in the Department, the Community Contracting Administrator will review it and notify the CSB within five working days that it is or is not accepted for review by the Department. Unacceptable contracts will need to be revised before the Department will process them. If CSBs have any questions about this memo or the contract documents, please e-mail or call Joel Rothenberg, the Community Contracting Administrator, at joel.rothenberg@dbhds.virginia.gov or (804) 786-6089. If other recipients of this memo have any questions, please e-mail or call me at paul.gilding@dbhds.virginia.gov or (804) 786-4982. Thank you.

Enclosures (4)

PRG/prg

pc:	Victoria H. Cochran	Martha Kurgens, L.C.S.W.	Michael A. Shank
	Charline A. Davidson	Janet S. Lung	Hervey E. Sherd
	Sterling G. Deal, Ph.D.	James M. Martinez, Jr.	Randy B. Sherrod
	Heidi R. Dix	Meghan W. McGuire	Rosanna Van Bodegom Smith
	Sharon Erdt	L. Hope Merrick	James W. Stewart, III
	Adrienne Ferriss	William T. O'Bier	Margaret S. Walsh
	Nancy C. Ford	Russell C. Payne	Joy Yeh, Ph.D.
	Olivia J. Garland, Ph.D.	John J. Pezzoli	State Facility Directors
	A. Wayde Glover	C. Lee Price	Charles E. Good
	Arlene G. Good	Mellie Randall	Allyson K. Tysinger
	Linda B. Grasewicz	Cecily J. Rodriguez	C. Douglas Bevelacqua
	Marion Y. Greenfield	Joel B. Rothenberg	Mary Ann Bergeron
	Kenneth M. Gunn, Jr.	Les H. Saltzberg	Joe Flores
	Sharon M. Hoban	Russell S. Sarbora	Susan E. Massart
	John F. Jackson	Michael A. Schaefer, Ph.D.	

AGENDA STATEMENT

PAGE NO. 18

ITEM NO. 4

MEETING DATE: September 5, 2012 – Finance Committee

TIME ESTIMATE: 2 Minutes

AGENDA ITEM TITLE: Resolution 2013-15-R Amending the FY 2013 Budget by Budgeting and Appropriating \$17,085 for the Commonwealth of Virginia, Department of Motor Vehicle's FY 2013 Selective Enforcement Grant

DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:

N/A

SUMMARY OF ISSUE/TOPIC:

The Police Department has received a grant award notice from the Commonwealth of Virginia, Department of Motor Vehicles (DMV) for the FY 2013 Selective Speed Enforcement Project in the amount of \$17,085 with a \$8,542.50 (50%) in-kind local match. This is an increase from previous years' which only required a 20% match.

Funds from the grant will be used to fund the following: officers' overtime to work specialized traffic enforcement details targeting aggressive drivers, speeding, occupant protection, etc., and conference and travel related expenses for 1 officer to attend the DUI Conference in Virginia Beach, The required local match will be paid as fuel & vehicle maintenance for the patrol vehicles used during traffic enforcement details; per diem and hotel accommodations for one officer to attend the BA Operators Course; six (6) Alcosensors and the necessary mouthpieces; one (1) handheld LIDAR speed measurement device, and five (5) Lidar batteries. The match funds are available in the Police Department's FY 2013 Budget.

This resolution will budget and appropriate \$17,085 of State Grant Revenue in the General Fund.

STAFF

RECOMMENDATION: Approve Resolution 2013-15-R

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

\$17,085 – State Grant Revenue
\$ 8,543 – Local Match Available in Police Department's FY 2013 Budget
\$25,628 TOTAL FY 2013 DMV Grant

STAFF: Lieutenant Tina P. Laguna, Special Projects Office, (703) 257-8025

RESOLUTION 2013-15-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 17th day of September, 2012, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
GENERAL FUND		
<u>Revenues:</u>		
100-0000-333-18-17	FY 2013 DMV Grant	\$ 17,085
<u>Expenditures:</u>		
100-1701-421-62-00	Supplies	\$ (8,543)
100-1817-421-39-00	Local Match - Purchased Services	\$ 8,543
100-1817-421-16-00	Grant - Overtime	\$ 17,085
	Total Expenditures	\$ 17,085

For: FY 2013 DMV Grant

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles
2300 West Broad Street

Richard D. Holcomb
Commissioner

Post Office Box 27412
Richmond, VA 23269-0001

August 10, 2012

Ms. Tina Laguna
Lieutenant - Grants Manager
Manassas City
9518 Fairview Avenue
Manassas, VA 20110

Dear Ms. Laguna:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The McDonnell administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below has been approved for pass-through grant funding from the National Highway Traffic Safety Administration for Federal Fiscal Year (FFY) 2013.

<u>Program Project ID# - CFDA#</u>	<u>Project Title</u>	<u>Amount Approved</u>
SC-2013-53440-5155-20.600	Selective Enforcement - Speed	\$17,085.00

The availability of funds under this grant is contingent upon two conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned program manager will be contacting you to provide the dates and locations for this mandatory training.

You will receive the project agreement(s), the scope of work, and special conditions during the training session. As the recipient of a FFY 2013 grant award, it is important that you read and follow the information carefully. If you have any questions regarding the conditions, please contact the program manager assigned to your grant.

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project will have on making our roadways safer.

Sincerely,

Richard D. Holcomb

RDH/sb

Program Manager: Bob Weakley

Purpose: Virginia's Highway Safety Program Subgrantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

Instructions: Subgrantees must read the contract, complete all applicable information on the first page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Subgrantee: Manassas City
Project Title: Selective Enforcement - Speed
Project Number/CFDA Number: SC-2013-53440-5155-20.600
Grant Award Amount: \$17,085.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration
Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2012, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2013. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2013.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Subgrantee certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subgrantee's signature below indicates that the Subgrantee has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Subgrantee's proposal; and the letter awarding the grant to the Subgrantee constitutes the entire agreement between the Department and the Subgrantee, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subgrantee's proposal; and (8) grant award letter.

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subgrantee:

For Virginia Department of Motor Vehicles:

Name and Title of Project Director (print)

John Saunders

Director, Virginia Highway Safety Office (print)

Signature

Date

Signature

Date

Name and Title of Authorized Approving Official (print)

Subgrantee's DUNS Number _____

Does your locality/legal entity expend \$500,000 or more annually in total federal funds? (check one) ☐ Yes ☐ No

Signature

Date



Department of Motor Vehicles
Grant Budget Lines

Date Run: 07-AUG-2012

SC-2013 - 53440 - 5155 - Manassas City					
Project Director Initials			Date		
Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount
					Matching Funds
Personnel	Approximately 450 overtime hours @ \$37.30. per hour	1	16,785.00	16,785.00	16,785.00
Training / Travel	Attend VAHISO approved training. Expenses include registration, lodging & meals	1	300.00	300.00	300.00
Other Direct Costs	Match: fuel and vehicle maintenance	1	8,542.50	8,542.50	0.00
Total:			25,627.50	25,627.50	17,085.00
					8,542.50

Subgrantee Name: _____ Project #: _____

STATEMENT OF WORK AND SPECIAL CONDITIONS

1. **Goals and Specific Program Elements.** The goals and specific program elements of the Subgrantee's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. **List Specific Program Elements:**

For October 1, 2012 through December 31, 2012

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation patrols

For January 1, 2013 through March 31, 2013

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation patrols

For April 1, 2013 through June 30, 2013

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation patrols

July 1, 2013 through September 30, 2013

Estimated _____ number of overtime hours to be used

Estimated _____ number of checkpoints

Estimated _____ number of saturation patrols

Project Director _____
Initial _____ Date _____

Subgrantee Name: _____ Project #: _____

Goals and Specific Program Elements, continued

- b. To conduct a minimum of _____ checkpoints and/or _____ saturation patrols for the Click It or Ticket Mobilization In May 2013.
 - c. To conduct a minimum of _____ checkpoints and/or _____ saturation patrols for the Checkpoint Strike Force Campaign.
 - d. To have _____ number of sworn officers attend _____ number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).
 - e. Increase from number of radar units in active use from _____ to _____. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
 - f. Increase from number of breath testing units in active use from _____ to _____. (If approved, all units must be ordered by December 31, 2013 and put in service by March 31, 2013).
2. The subgrantee must contribute to the overall State Highway Safety Plan goals.

SPEED

- **GOAL: Decrease speed related fatalities by 5% by December 31, 2013, as compared to Calendar Year 2011.**
- Seventy-five percent (75%) of speed selective enforcement activities should be conducted between the hours of 12 p.m. to 7 p.m. The remaining twenty-five percent (25%) can be scheduled during other approved identified high-crash time periods.
- Enforcement is to be conducted using data-identified problem locations.
- Grant funded equipment must be ordered by December 31, 2012, and put in service by March 31, 2013.
- All subgrantees must submit a completed monitoring report (TSS 14-A) to their DMV Program Manager by specific assigned dates.
- Subgrantees must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director _____
Initial _____ Date _____

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
 - a. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 402 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
 - b. **Level 2, for a paid advertising campaign greater than \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

 - Mail surveys;
 - Telephone surveys;
 - Focus groups;
 - Mail intercept interviews;
 - Direct mailings;
 - Call-in centers;
 - Newspaper polls;
 - Household interviews;
 - Before and after approach, which compares system status before and after the introduction of the message; and
 - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Subgrantee purchases the equipment. Such approval shall be obtained by the Department from the National Highway Transportation Safety Administration (NHTSA) regional manager in writing, and Subgrantee will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Subgrantee shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be

agreed upon by the Department and the Subgrantee and approved by NHTSA and the Department. In the event of a conflict between this section and 2 CFR Part 220 (Cost Principles for Educational Institutions, formerly OMB Circular A-21), 2 CFR Part 230 (Cost Principles for Non-Profit Organizations, formerly OMB Circular A-122), 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments, formerly OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable CFR control (except where inconsistent with statute).

4. **Reports and Deliverables.** Quarterly Progress Reports shall be provided to the Department by the dates indicated:

January 31, April 30, July 31, and November 5.

Each Progress Report shall address the Subgrantee's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Subgrantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress Reports will be provided to the Subgrantee, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

5. **Monitoring.** The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.
6. **Audit.** Subgrantees expending \$500,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"); the OMB Circular A-133 Compliance Supplement, *Government Auditing Standards*; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by March 15. Subgrantees are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Subgrantee will be responsible for repayment to the Department of such unallowable expenditures.

7. **Closeout.** Subgrantees are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in the Procedures for the Transportation Safety Grants Program that are provided with the issuance of the Grant Agreement. Requests for reimbursements submitted after November 5 will be denied.

Project Director's Initials _____

Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 220; 2 CFR Part 225; 2 CFR Part 230; 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, formerly OMB Circular 110; OMB Circular A-102; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.
- The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.
- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Code of Federal Regulations:
- 2 CFR Part 220, Cost Principles for Educational Institutions;
 - 2 CFR Part 230, Cost Principles for Nonprofit Organizations; or
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments
- G. The Department will permit, based on its review, negotiation and approval, an Indirect Cost Rate that does not exceed 10 percent of the project cost; however, the Subgrantee must submit an Indirect Cost Allocation Plan, as prescribed by the federal government, or a copy of the approved negotiated rate plan from Subgrantee's cognizant federal agency. The federal agency providing the majority of Subgrantee's total federal funding is Subgrantee's cognizant agency. If the Department provides the majority of the Subgrantee's federal funding, it reviews and approves/accepts the Plan. Payment for indirect costs will not be made until the aforementioned documents have been received and approved/accepted by the Department.

Project Director's Initials _____

Indirect cost references and information can be found in the following federal documents:

- 2 CFR Part 225, Appendix A, E, D;
 - 2 CFR Part 230;
 - 2 CFR Part 220; and
 - ASMB C-10 (Implementation Guide for Office of Management and 2 CFR Part 225)
- H. The Subgrantee will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.
- I. The Subgrantee agrees to submit Requests for Reimbursement on a quarterly basis or no more than one request per month, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or November 5.
- All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When Issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

Article 7. REPORTING AND NOTIFICATIONS

Subgrantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude

Project Director's Initials _____

the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its office for the time period specified in the Grant Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

Article 9. INDEMNIFICATION

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Subgrantee, its officers, agents or employees. The Subgrantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subgrantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 10. DISPUTES AND REMEDIES

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

Project Director's Initials _____

The Grant Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in the Grant Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

Article 13. NONCOLLUSION

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

Article 14. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and 2 CFR Part 215), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

Article 17. RESEARCH ON HUMAN SUBJECTS

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

Article 18. ASSIGNMENT

The Grant Agreement shall not be assignable by the Subgrantee in whole or in part without the written consent of the Department.

Article 19. CIVIL RIGHTS COMPLIANCE

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 - 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - 3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 - 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
 8. 23 CFR, Subchapter C, Civil Rights;
 9. 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
 10. Executive Order 11246, as amended, Equal Employment Opportunity;
 11. Executive Order 11375, Gender Discrimination in the Federal Government; and
 12. 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

Article 20. DRUG-FREE WORKPLACE

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

Article 21. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business

Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall

Project Director's Initials _____

make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

Article 22. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
 - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 - 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.
- C. The Subgrantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 23. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 24. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subgrantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

Article 25. ADDITIONAL PROVISIONS

- A. **Signature Authorized.** The Subgrantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. **Headings.** The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

Project Director's Initials _____

C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles
ATTENTION: Director of Virginia Highway Safety Office
Post Office Box 27412
Richmond, Virginia 23269-0001

To Subgrantee:

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

AGENDA STATEMENT

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ITEM NO. 5

MEETING DATE: September 5, 2012 – Finance Committee

TIME ESTIMATE: 5 Minutes

AGENDA ITEM TITLE: Resolution 2013-16-R Amending the FY 2013 Budget by Transferring \$30,000 from General Fund Contingency to Demolish the Prescott House

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL:

April 11, 2011 – City Council	February 13, 2012 – City Council
May 9, 2011 – City Council	February 27, 2012 – City Council
July 11, 2011 – City Council	June 25, 2012 – City Council
October 27, 2011 – Land use Committee	
January 25, 2012 – Finance Committee	

SUMMARY OF ISSUE/TOPIC: In May 2012 the City Council directed the City Staff to bid demolition of the porch of the Prescott House and/or the house itself in preparation for further action on the part of the City Council as the property owner has made no progress in remediating the spot blight abatement. Bids for the demolition of the structure were received on August 21, 2012.

This resolution will transfer \$30,000 from Contingency in the General Fund.

STAFF RECOMMENDATION: Approve Resolution 2013-16-R

BOARD/COMMISSION/ COMMITTEE:

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

DISCUSSION (IF NECESSARY): See Attached Memo

BUDGET/FISCAL IMPACT: \$30,000 – General Fund Contingency

STAFF: Jamie S. Collins, Development Services Manager, (703) 257-8231
Elizabeth S. Via, Community & Economic Development Director, (703) 257-8224

R E S O L U T I O N 2013-16-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 17th day of September, 2012, that the following funds be transferred as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
GENERAL FUND		
<u>Expenditures:</u>		
100-9600-411-95-01	General Fund Contingency	\$ (30,000)
100-3371-424-39-00	Demolition Costs	\$ 30,000

For: General Fund Contingency for Demolition of Prescott House

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk



MEMORANDUM

CITY OF MANASSAS

Department of Community Development
Phone: 703-257-8223 Fax: 703-257-5117

TO: John A. Budesky, City Manager

FROM: Elizabeth Via-Gossman, Community Development Director
Jamie S. Collins, Development Services Manager

DATE: August 28, 2012

RE: 9300 Prescott Avenue

On April 11, 2011 several citizens spoke and requested that the City revisit the issue of the deteriorating structure at 9300 Prescott Avenue and specifically voiced concern that the condition of the structure represented a hazard to the neighborhood. The City Council directed the City Building Official and other staff to investigate the condition of the house to determine if there was a safety risk and if the structure was fit for habitation. The Building Official and the Fire Marshal determined that the house was unsafe on April 28, 2011 and on May 9, 2011 the City Council formally declared the house a dangerous structure pursuant to City Code Section 70-93 (a) (1). On February 27, 2012 the Mayor voted to break a tie of the City Council in favor of ordering the property owner to remediate the situation within 90 days of the Council's action or the City Council would move forward with the demolition of the structure. No progress has been made by the Owner to that end. On May 21st the City Attorney updated the Council and was directed to proceed with acquiring bids on the cost of demolition of just the porch or the entire structure. Bids were received on August 21, 2012. Three of the five bids were less than \$30,000.00 to demolish the entire structure. Other options include the demolition of the front, side, and rear porches, and the installation of a fence around the unsafe structure.

Alternate 1 Demolish the unsafe front, side, and rear porches	\$16,000.00
Alternate 2 Install security fencing around the unsafe structure	\$ 2,600.00
Monthly rental fee after the initial 12 month period	\$ 150.00



CITY OF MANASSAS

FINANCE & ADMINISTRATION DEPARTMENT

August 31, 2012

TO: John A. Budesky, City Manager

FROM: Patricia A. Weiler, Finance & Administration Director

SUBJECT: Current Status of Miscellaneous Contingency - Account #100-9600-411-9501

The following is a list of the transfers from the Miscellaneous Contingency account during Fiscal Year 2013 and the current status of that account:

BEGINNING BALANCE	\$250,750
<u>Ordinance/Resolution #</u>	
2013-06-R June 29, 2012 Storm Damage	(29,160)
<i>2013-16-R September 17, 2012 Prescott House Demolition</i>	<i>(30,000)</i>
CURRENT BALANCE	<u>\$ 191,590</u>

PAW/dvb

AGENDA STATEMENT

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ITEM NO. 6

MEETING DATE: September 5, 2012 – Finance Committee

TIME ESTIMATE: 2 Minutes

AGENDA ITEM TITLE: Resolution R-2013-16 Authorizing the Purchase of Equipment/Machinery Capital Items at the Airport

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** N/A

**SUMMARY OF
ISSUE/TOPIC:**

The HVAC unit in the pilot's lounge at the Airport broke and needs to be replaced. The cost is \$10,117 and is available in the Airport's FY 2013 Budget.

An eighteen year old lighting system for the Airport's runway has broken and needs to be replaced. The cost is \$5,764 and is available in the Airport's FY 2013 Budget.

This resolution will authorize the purchase of a equipment/machinery capital items at the Airport as required by City Council Policy Statement #P-2009-02.

**STAFF
RECOMMENDATION:** Approve Resolution R-2013-16

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:** \$10,117 for the HVAC is available in the Airport FY 2013 Budget
\$ 5,764 for runway lighting is available in the Airport FY 2013 Budget

STAFF: Patricia A. Weiler, Finance & Administration Director, (703) 257-8234

September 17, 2012

Regular Meeting

Resolution #R-2013-16

SECOND: _____

RE: PROCUREMENT OF EQUIPMENT/MACHINERY CAPITAL ITEMS AT THE AIRPORT

WHEREAS, the broken HVAC unit in the Airport's pilot's lounge is in need of replacement for \$10,117; and

WHEREAS, eighteen year old broken Airport runway lights are in need of replacement for \$5,764; and

WHEREAS, City Council Policy #P-2009-02 requires City Council approval for the purchase of any capital asset not specially identified in the budget process.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby approve the purchase of equipment/machinery capital items at the Airport.

Harry J. Parrish, II Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

AGENDA STATEMENTPAGE NO. 44ITEM NO. 7**MEETING DATE:** September 5, 2012 – Finance Committee**TIME ESTIMATE:** 10 Minutes**AGENDA ITEM TITLE:** List of Pending Finance Committee Items**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:** N/A

**SUMMARY OF
ISSUE/TOPIC:** At the April 25th Finance Committee Meeting, Chairman Aveni requested a list of the items which were forwarded to the Finance Committee from the FY 2013 Budget Work Sessions. This list was presented at the May 9, 2012 Finance Committee. Attached is an update of that list.

**STAFF
RECOMMENDATION:** Information Only

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):** Updated list will be distributed at the meeting.

**BUDGET/FISCAL
IMPACT:** N/A

STAFF: Patricia A. Weiler, Finance and Administration Director, 703-257-8234