



Finance Department  
**Cheryl B. Shiffler**  
Director

540/665-5610  
Fax: 540/667-0370  
E-mail: cshiffle@fcva.us

**TO:** Board of Supervisors  
**FROM:** Finance Committee  
**DATE:** January 15, 2014  
**SUBJECT:** Finance Committee and Audit Committee Report & Recommendations

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The Finance Committee met in the First Floor Conference Room at 107 North Kent Street on Wednesday, January 15, 2014 at 8:00 a.m. The Audit Committee met immediately following. All members were present. (☑) Items 3 and 7 were approved under consent agenda.

#### **FINANCE COMMITTEE**

1. The Parks & Recreation Director presents information on the proposed Rose Hill Park and requests approval of the proposed lease agreement. See attached information, p. 4 – 25. The committee recommends approval of the lease agreement pending review by the County Attorney.
2. The Deputy Commonwealth's Attorney requests a General Fund supplemental appropriation in the amount of \$140,000. This amount represents case management software (\$100,000) and equipment upgrades required by the IT department (\$40,000). Local funds are required. The IT Committee has approved the project. See attached information, p. 26 – 35. The committee recommends approval.
3. (☑) The Sheriff requests a General Fund supplemental appropriation in the amount of \$5,195. This amount represents an insurance reimbursement for the loss of a vehicle. No local funds required. See attached memo, p. 36 – 37.

4. The Fire & Rescue Chief requests a General Fund supplemental appropriation in the amount of \$30,757. This amount represents a grant to purchase Lucas Auto Pulse devices. No local funds required. See attached information, p. 38 – 46. The committee recommends approval.
5. The Fire & Rescue Chief requests a General Fund supplemental appropriation in the amount of \$52,583. This amount represents a Virginia Homeland Security Grant for the HazMat Team. No local funds required. See attached information, p. 47 – 54. The committee recommends approval.
6. The IT Director requests a General Fund supplemental appropriation in the amount of \$ 167,973. This amount represents funds required to upgrade Windows XP computers. The IT Committee has reviewed this request; however, no action was taken due to lack of quorum. Local funds are required. See attached information, p. 55 - 58. The committee recommends approval.
7. ☒ The Finance Director requests a General Fund supplemental appropriation in the amount of \$6,657.17. This amount represents unspent VJCCCA funds to be returned to the State. See attached letter, p. 59.
8. The Fire & Rescue Chief requests a General Fund supplemental appropriation in the amount of \$160,755. This amount represents funds required to hire six (6) additional firefighter/EMTs for Star Tannery. This item was approved by the Public Safety Committee and the HR Committee. Local funds will be required. See attached information, p. 60 – 68. The committee recommends postponement of this item awaiting further information.
9. The Treasurer requests a Community Development Authority Fund supplemental appropriations in the amount of \$43,008.93. This amount represents funds

collected for CDA taxes in prior years. No local funds are required. See attached memo, p. 69. The committee recommends approval.

10. The Finance Director discusses the FY2013 Comprehensive Annual Financial Report (CAFR). No action is required.

#### **AUDIT COMMITTEE**

1. David Foley from Robinson, Farmer, Cox Associates will present the FY 2013 final audit and be available for discussion of the upcoming FY 2014 audit. The committee authorized the Finance Committee Chairman to sign the engagement letter for the FY 2015 audit.

#### **INFORMATION ONLY**

1. The Finance Director provides a Fund 10 Transfer Report for FY 2014. See attached, p. 70.
2. The Finance Director provides FY 2014 financial statements for the period ending December 31, 2013. See attached, p. 71 – 81.
3. The Finance Director provides the FY 2014 Fund Balance Report for the period ending December 31, 2013. See attached, p. 82.
4. The Voter Registrar provides the office summary of work for December 2013 and for the year 2013. See attached information, p. 83 – 85.

Respectfully submitted,

FINANCE COMMITTEE  
Charles DeHaven  
Judy McCann-Slaughter  
Ron Hottle  
Angela Rudolph

Richard Shickle  
Gary Lofton

by:

  
Cheryl B. Shiffler, Finance Director



## COUNTY of FREDERICK

Parks and Recreation Department

540-665-5678

FAX: 540-665-9687

www.fcprd.net

e-mail: fcprd@fcva.us

### M E M O R A N D U M

TO: Frederick County Finance Committee

FROM: Jason Robertson  
Director

SUBJ: Rose Hill Park

DATE: January 7, 2014

The Frederick County Parks and Recreation Commission recommended at its December 10, 2012 meeting the County of Frederick enter the enclosed lease agreement between the Glass-Glenn Burnie Foundation, Inc and the County of Frederick to establish Rose Hill Park. The fifty year lease agreement will provide a community park including a mile trail, picnic shelter, playground, and open play fields for the residents of Frederick County.

You will notice in the proposed lease agreement the Glass-Glenn Burnie Foundation Inc. will be providing the land, entry road, parking, and restrooms while the County of Frederick would construct the recreation amenities within the next two to five years. The estimated cost of these amenities is \$ 317,000. The actual cost to Frederick County would be reduced if grant funding or private donations become available. The annual maintenance cost for Frederick County after all amenities are constructed is approximately \$ 19,800.

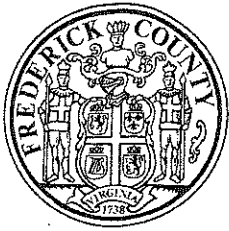
Frederick County by entering this lease agreement would begin offsetting some of the identified shortage of parkland identified in the current Frederick County Comprehensive Plan, provide one of five community parks identified in the Parks and Recreation Commission proposed 2015 Capital Improvements Program, and continue to address the top three, and five of the top nine, identified desired recreation facilities according to the community survey conducted for



the Frederick County Parks and Recreation 2012 Strategic Plan.

Enclosed you will find a copy of power point presentation introducing Rose Hill Park and proposed lease agreement between Glass-Glenn Burnie Foundation, Inc and the County of Frederick.

Please contact me at 540-665-5678 should you have any questions prior to the meeting.



Frederick County  
**RECEIVED**

DEC 11 2013

Finance Department


COUNTY of FREDERICK

Parks and Recreation Department  
540-665-5678  
FAX: 540-665-9687  
www.fcprd.net  
e-mail: fcprd@fcva.us

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# MEMO

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**To:** John R. Riley, Jr., County Administrator  
**From:** Jason L. Robertson, Director, Parks & Recreation Dept.   
**Subject:** Parks and Recreation Commission Action  
**Date:** December 11, 2013

The Parks and Recreation Commission met on December 10, 2013. Members present were: Patrick Anderson, Randy Carter, Gary Longerbeam, Ronald Madagan and Charles Sandy, Jr.. Members absent were: Kevin Anderson, Greg Brondos, Jr., Christopher Collins, and Marty Cybulski.

Items Requiring Board of Supervisors Action:

None

Submitted for Board Information Only:

1. Cosponsor Committee – Recommend Organizations for FY15 – The Cosponsor Committee recommended to approve the following organizations: Frederick County American Little League Association, Frederick County National Little League Association, Blue Ridge Youth Soccer Association, American Legion, Mavericks, and Winchester Athletic Association for co-sponsorship provided all procedural steps as outlined in the policy are complied with and established the criteria for badge non-compliance as follows: any coach observed not wearing a badge on three separate occasions will not be allowed to participate with their organization for a period of one week, second by Mr. Madagan, motion carried unanimously (5-0).
2. Public Relations Committee – July 4<sup>th</sup> Update – The Public Relations Committee felt that bringing music back the event was positive for the community. The committee was in favor of the format, yet felt that changing over three acts in the stadium in the timeframe provided was unrealistic. Staff and iDiddy have taken this into consideration and a revised stadium schedule with two sets on the 4<sup>th</sup> and one on the 5<sup>th</sup> is being pursued. No action from the Commission is required at this time.

3. Building and Grounds Committee

- a. Rose Hill Park – The Buildings and Grounds Committee recommended to forward the lease agreement for the creation of Rose Hill Park to the Frederick County Finance Committee with a recommendation for the Board of Supervisors to enter the proposed agreement, second by Mr. Sandy, motion carried unanimously (5-0). Please find attached a copy of the proposed lease agreement. The proposed lease agreement will be forwarded to the Frederick County Finance Committee.
- b. Frederick County National Little League Request – The Buildings and Grounds Committee recommended the approval of the Frederick County National Little League request except outfield signage which is not allowed according to department policy, second by Mr. Sandy, motion carried unanimously (5-0).

4. Finance Committee – Fiscal 2015 Budget and Work Program – The Parks and Recreation Finance Committee recommended to approve the Fiscal 2015 Budget and Work Program as submitted with a \$.25 per hour increase in extra help and park security personnel in the Clearbrook and Sherando budgets, second by Mr. Madagan, motion carried unanimously (5-0). The Fiscal 2015 Budget and Work Program will be submitted to the Finance Department.

cc: Martin Cybulski, Chairman  
Christopher Collins, Board Liaison  
Cheryl Shiffler, Finance Director

AGREEMENT BETWEEN THE COUNTY OF FREDERICK  
AND GLASS-GLEN BURNIE FOUNDATION, INC.

This agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Frederick County (hereinafter "County"), party in the first part, and GLASS-GLEN BURNIE FOUNDATION, INC. (hereinafter "GGBF"), party in the second part.

WHEREAS, GGBF is the fee simple owner of certain property (hereinafter known as "Rose Hill"), located at 1985 Jones Road in the County of Frederick, Virginia identified with Property Identification Number 62-A-73B in the Back Creek Magisterial District and is agreeable to a 50 year lease, commencing on this date, on a 118.4 acre portion of that real estate shown on the attached diagram prepared by Painter-Lewis dated 9/9/13, which will be used for recreation purposes for the general public; and

WHEREAS, GGBF expects to receive additional community support and the annual sum of one dollar (\$1) as a result of the location of recreation facilities upon its premises; and

WHEREAS, the County is tasked with meeting the recreational needs of the community and has recognized that amenities located at Rose Hill will provide for fulfilling an identified community need.

NOW THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration of the mutual benefits to be derived and the desire of the parties hereto to meet and fulfill the recreational needs of the general public of Frederick County, in consideration of the premises and the mutual covenants and promises contained herein, GGBF hereby leases to the County for a term of fifty (50) years from the date hereof, that certain portion of its real estate situate in Back Creek Magisterial District, Frederick County, Virginia, to include the physical footprint of recreation amenities, specific amenity access routes, and a six (6) foot buffer area of amenities and amenity access routes developed on the property, as designated by the attached diagram and agreed by the parties hereto, subject to the following:

1. The County will pay GGBF the sum of one dollar (\$1) per year.
2. GGBF hereby agrees to be solely responsible, within two (2) years of the date hereof, for the costs of construction of access road, parking lot, gate, restroom building, and interpretative signage at the Rose Hill property shown in substantial conformance with the attached diagram prepared by Painter-Lewis dated 11/13/2012, and which items, irrespective of whether located within the leased area, shall remain the property of GGBF.
3. Restroom building as set forth in 2 above may include indoor fixtures, or alternatively be of a design to accommodate two (2) portable toilets.
4. GGBF hereby agrees to maintain said items (identified in 2 above); restroom building, gate and interpretative signage and structural elements of access road and parking lot.
5. GGBF agrees to allow public access to the Rose Hill parking area and recreation amenities on a daily basis, consistent with existing County park rules.
6. GGBF agrees to mow open fields adjacent to the leased area at a minimum annually.

7. GGBF agrees that main entrance signage to Rose Hill shall be agreed by the parties hereto and identify "Frederick County Parks and Recreation" in substantial conformance with the attached diagram prepared by FCPRD dated 8/22/13.
8. GGBF and the County shall keep in force and effect during the term of this agreement General Liability Insurance in mutually agreeable amounts. Parties shall provide the other with a Certificate of Insurance annually.
9. Except as set forth in 2 above, the County hereby agrees to be solely responsible for the costs of construction of recreation amenities at the Rose Hill property to include a compacted stone dust surface multi use trail and park entrance sign within two (2) years of the date hereof, playground area, picnic shelter, play fields and associated signage within five (5) years of the date hereof in substantial conformance with the attached diagram prepared by Painter-Lewis dated 10/1/2013, and other amenities as agreed upon by the County and GGBF; the playground and shelter shall remain the property of the County, including upon termination of the lease term.
10. Location of playground set forth in 9 above, shall be subject to finding a suitable drain field replacement site.
11. The County hereby agrees to maintain the said recreation amenities (identified in 9 above), specified buffer area, access road, parking lot, and specific amenity and restroom access routes on a year round basis, including trash removal and regular mowing of the grass on or adjacent to the amenity.
12. The County shall be responsible for cleaning, stocking and associated restroom facility costs.
13. It is agreed that the playground and multipurpose trail will be unscheduled, open to anyone, provided however, that the rules governing the use of the playground and trail will be formulated and enforced by the County. GGBF shall have the opportunity for input in the formulation of the rules. Posting the rules in appropriate areas, once formulated, will be the responsibility of the County. Failure to comply with the formulated rules may result in the termination of the privilege of the use of these facilities by persons failing to comply, for such periods of time as the County shall determine.
14. It is agreed that the shelter and play field(s) will be open on a first come first basis unless reserved. The County will manage reservations consistent with County policy; any fees collected will remain with the County, GGBF shall have fees waived for reservations.
15. The County shall be responsible for daily opening and closing and clearing of Rose Hill access road consistent with County park rules.
16. GGBF and the County shall agree to coordinate opening or closing due to either parties' special events or activities requiring access to Rose Hill outside of regular hours.
17. GGBF and the County shall agree to invite representative(s) of the other organization to meetings where the Rose Hill project is on the agenda to be discussed.
18. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between officials who have authority to settle the controversy. Either party shall give the other party written notice of any dispute not resolved in the normal course of business.

19. If the dispute has not been resolved within 45 days after written notice of a dispute, this Agreement does not preclude either party from initiating litigation thereafter, provided, however, that if one party fails to participate in resolution of a dispute or in the instance of irreparable harm or the need for injunctive relief, the other party can initiate litigation prior to the expiration of the time period set forth above.
20. In the event the recreation amenities are abandoned or eliminated within the period of this lease, the County shall physically remove the amenities, other than the trail and play fields, and restore the property to the substantial equivalent of its original condition.
21. In the event GGBF terminates or otherwise renders null this agreement prior to the agreed upon date, GGBF shall pay the County a prorated amount of the nominal total construction costs of the multi use trail. Such costs shall be agreed to be the actual cost after competitive bidding process and completion of work (engineer estimate is \$169,097), and the proration shall be based upon the remaining portion of the 50-year term at the time of termination.
22. If no notice of termination is presented by one party to the other at least six months prior to the conclusion of this agreement, the agreement will continue until six months after such notice is presented. Either party may also, upon two years notice or upon any nonappropriation of funds, sooner terminate this agreement.
23. This agreement represents the entire agreement of the parties and supersedes all prior written and/or oral understandings. No amendment to this agreement or waiver of any term of this agreement shall be effective except upon a writing signed by the parties to this agreement.
24. This agreement shall be construed according to the law of the Commonwealth of Virginia and any disputes hereunder shall be heard only in the courts of Frederick County, Virginia.

THIS AGREEMENT EXECUTED IN DUPLICATE with one copy to Glass-Glen Burnie Foundation, Inc., and the other to the County of Frederick, Virginia.

WITNESS the following signatures and seals:

THE COUNTY OF FREDERICK, VIRGINIA

By: \_\_\_\_\_  
County Administrator

State of \_\_\_\_\_ City/County of \_\_\_\_\_, on \_\_\_\_\_,  
whose name is signed to the foregoing instrument, personally appeared before me, acknowledged the foregoing signature to be his, and having been duly sworn by me, made oath that the statements made in the said instrument are true.

My Commission expires \_\_\_\_\_ (Seal)  
Notary

GLASS-GLEN BURNIE FOUNDATION, INC.

By: \_\_\_\_\_  
President

State of \_\_\_\_\_ City/County of \_\_\_\_\_, on \_\_\_\_\_,  
whose name is signed to the foregoing instrument, personally appeared before me, acknowledged the  
foregoing signature to be his, and having been duly sworn by me, made oath that the statements made  
in the said instrument are true.

My Commission expires \_\_\_\_\_ (Seal)  
Notary

GLASS-GLEN BURNIE MUSEUM  
TM#62-A-73  
ZONING: RA  
USE: 68.29 ACRES

RT 37

GLASS-GLEN BURNIE MUSEUM  
TM#62-A-73B  
ZONING: RA  
193.4 ACRES

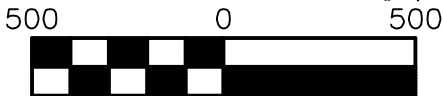
PROPOSED  
PROPERTY  
BOUNDARY

EXISTING  
PROPERTY  
BOUNDARY

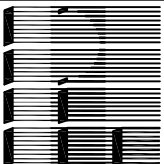
M.S.V. LAND  
(118.4 AC.)

M.S.V. LAND  
(78 AC.)

Jones Road



Scale in Feet



CONSULTING  
ENGINEERS

**PAINTER-LEWIS, P.L.C.**

817 Cedar Creek Grade, Suite 120  
Winchester, Virginia 22601  
Telephone: (540)662-5792  
Facsimile: (540)662-5793  
Email: office@painterlewis.com

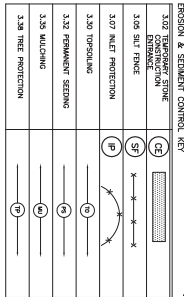
PROJECT:

**HISTORIC AREAS  
M.S.V. ROSE HILL  
FREDERICK COUNTY, VIRGINIA**

SURVEY:	C.I.:
P-L	NA
DRAWN BY:	JOB NO.:
P-L	1111025
SCALE:	DATE:
SHOWN	9/9/13
SHEET:	

**HA**





REVISIONS			
1	10/1/13	ADD ENTRY GATE	JCL
NO.	DATE	DESCRIPTION	BY

TITLE:

SITE OVERVIEW  
EROSION & SEDIMENT CONTROLS  
CONSTRUCTION NOTES

PROJECT:  
MUSEUM OF THE SHENANDOAH VALLEY  
ROSE HILL FARM—SITE IMPROVEMENTS  
1985 JONES ROAD  
BACK CREEK MAGISTERIAL DISTRICT  
FREDERICK COUNTY, VIRGINIA




**PAINTER-LEWIS, P.L.C.**

116 NORTH BRADDOCK STREET  
WINCHESTER, VIRGINIA 22601

Telephone: (540) 662-5792  
Facsimile: (540) 662-5793  
Email: [office@painterlewis.com](mailto:office@painterlewis.com)

CONSULTING  
ENGINEERS

	SHEET:	C.L.:
	P.L.	T
DRAWN BY:	JOB NO.:	
P.L.	1111025	
SCALE:	DATE:	
SHEET:	11/5/12	
2/10		

# ROSE HILL PARK

A partnership between:

Frederick County Parks & Recreation Dept.

and

Museum of the Shenandoah Valley

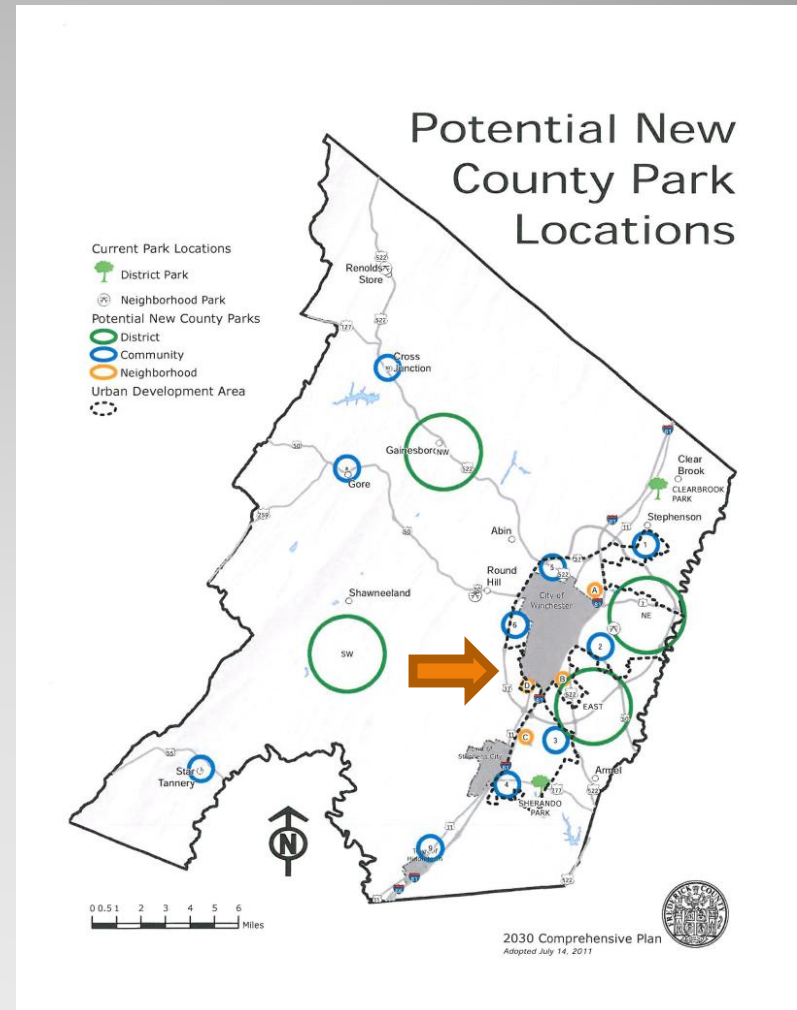


# Rose Hill Park



A partnership for the benefit of the Frederick County community.

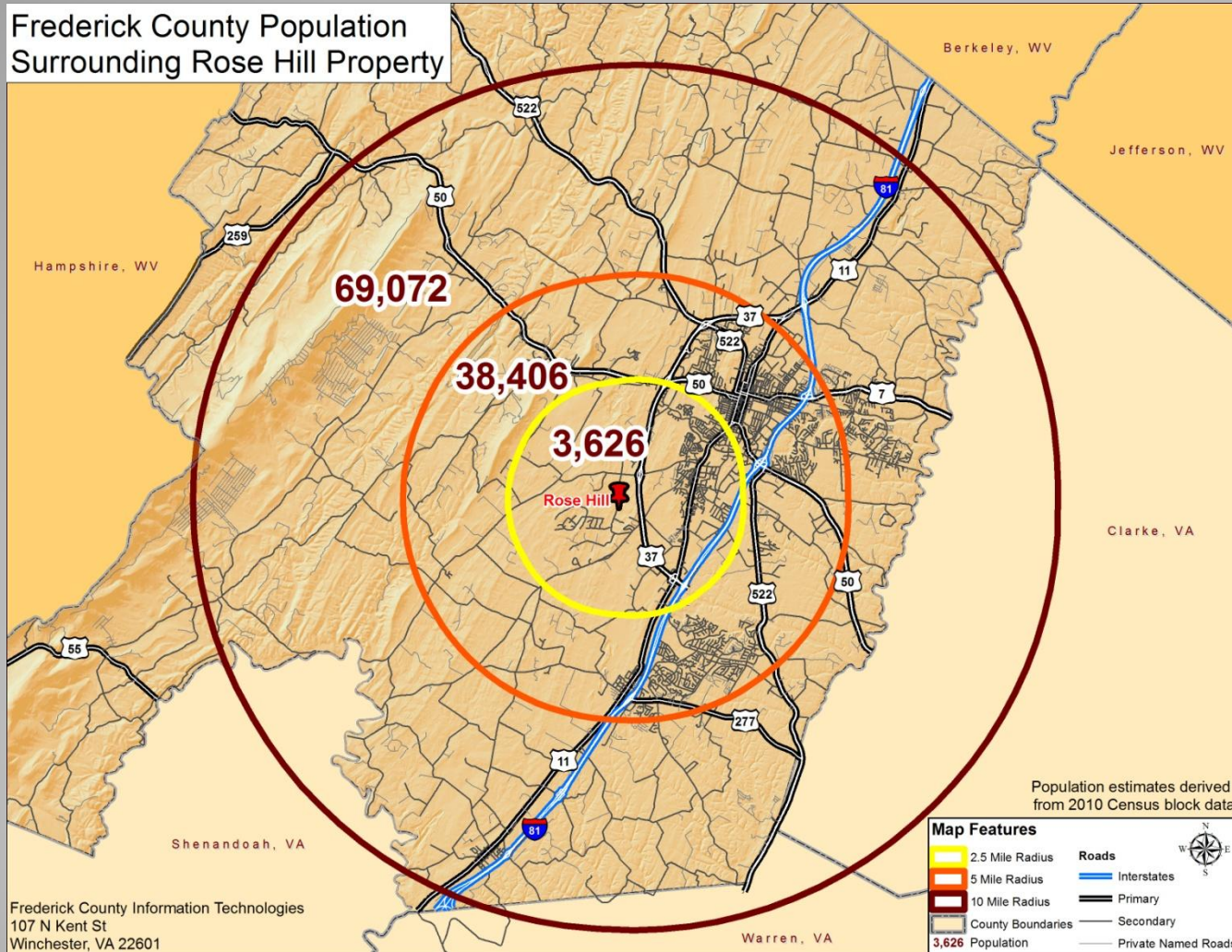
- The 2030 Comprehensive Plan identifies a 559 acre current park land deficit, growing to 737 acres by 2020
- Parks & Rec Capital Improvement Plan lists nearly \$28M in park land as priorities
- Developed Community Park estimated at \$2.7m
- Funding has presented the greatest hurdle to new parkland acquisition



## Parkland – A Frederick County Need



## Frederick County Population Surrounding Rose Hill Property



2.5 miles  
5 miles  
10 miles

# County Residents Near Rose Hill

**FREDERICK COUNTY PARKS  
AND RECREATION  
2012 STRATEGIC PLAN**



[Approved, Dec. 2012 – Frederick County Parks and Recreation Commission]

2012 FCPRD Strategic Plan:  
Goal D, Action 3:  
**“Identify potential partnership  
opportunities in achieving CIP  
priority items”**

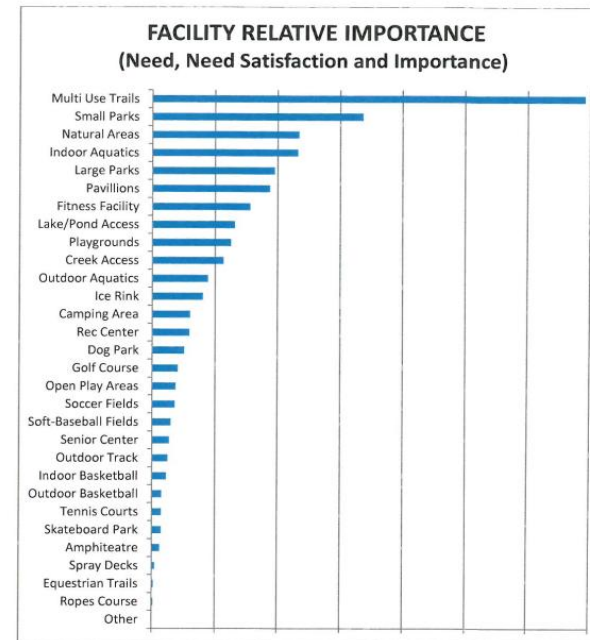
MUSEUM  
OF THE  
SHENANDOAH  
VALLEY

**Strategic Action**

The 2012 FCPRD Community Survey shows an overwhelming desire for trails, and strong desire for small parks, natural areas, playgrounds and pavilions

#### Overall Most Desired Facilities:

The previous facility findings (5-7) in combination provide an opportunity to discover the relative importance of the 29 identified facilities. Identified need, unmet need, and importance were combined to determine a facility ranking. The ranking follows:



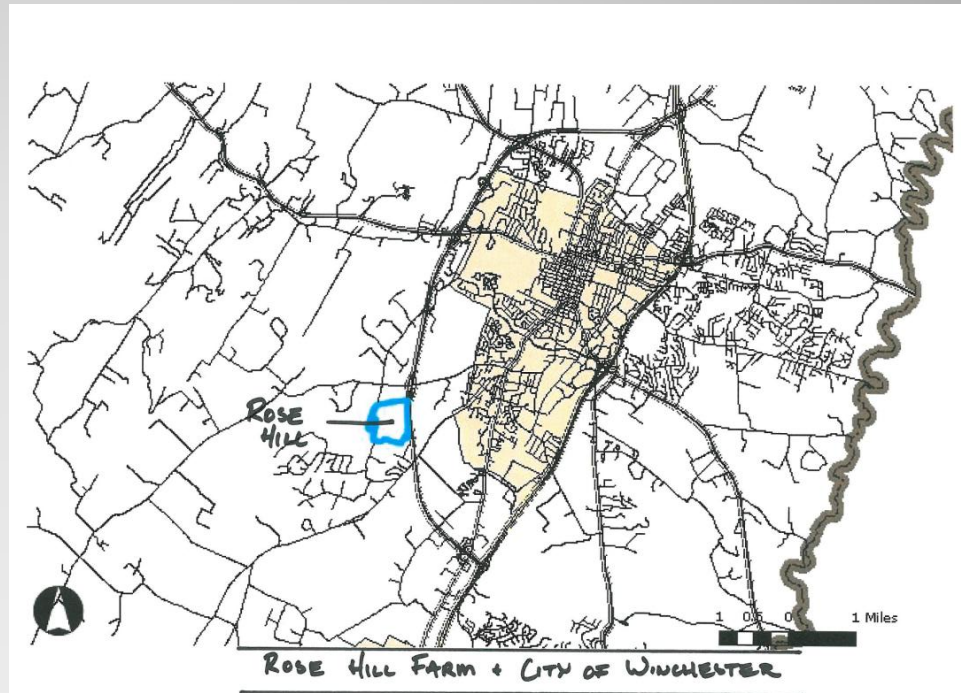
11

## Facility Needs – Frederick County

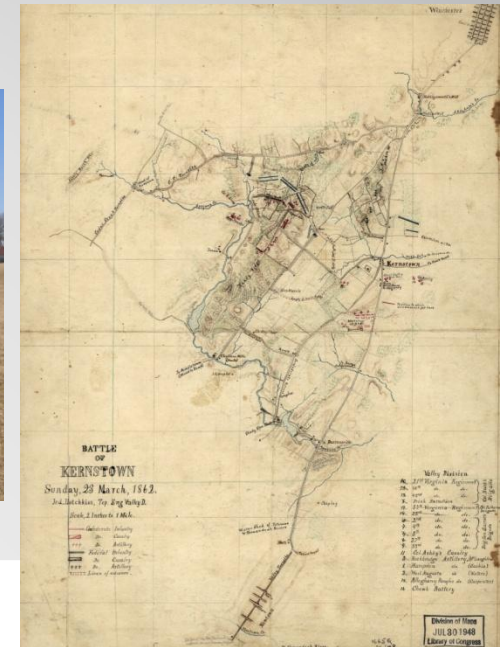


- MSV interested in partnership with FCPRD to develop recreation amenities and broaden public access
- 118 acre Back Creek District parcel owned by the Glass Glenn Burnie Foundation and managed by the Museum of the Shenandoah Valley (MSV)
- Currently open to the public approximately five (5) days per year
- Interpretative signage on historic areas of property

## MSV's Rose Hill Property



- On March 23, 1862, the Civil War's First Battle of Kernstown took place on Rose Hill's soil
- The final conflict took place along a stone wall located just East of the Rose Hill house
- **Stonewall Jacksons' only tactical defeat**
- Rose Hill landscape looks much the same today as it did in 1862



## Historic Context

- # Rose Hill Park Concept



	<b>MSV</b>	<b>Frederick County</b>
Property w/ Improvements	\$3.5 m	
1 mile firm surface recreation trail	-	\$180,000
Playground	-	\$100,000
Picnic Shelter	-	\$37,000
Open Play Areas	-	n/a
<b>CAPITAL TOTAL:</b>		<b>\$317,000</b>
Annual Maintenance:		\$19,800

## Creating Rose Hill Park



- Simultaneously preserving and opening **access to Frederick County's historical character**
- **Helping to meet the County's park land needs** while providing the most desired recreation amenities to County residents
- Strong partners joining to benefit the Frederick County community.



**Rose Hill Park – Enhancing the quality of life in Frederick County**

## Departmental Memorandum

**From:** Andrew M. Robbins, Deputy Commonwealth's Attorney

**To:** Frederick County Finance Committee

**Date:** January 8, 2013

**Re:** Proposal for Docket Management Software

Request action from BOS IT committee: Recommendation to move forward to the finance committee a request for funds not to exceed 140,000 (100,000 Case management software and 40,000 increased host and storage to expand current environment). The IT department has reviewed the technical specifications and has confirmed the system is compatible in our environment with the additional purchase of an additional virtual server with licensing and a storage upgrade (Not to exceed 40,000).

Total supplemental request not to exceed \$140,000.

**NOTES:**

**BOS IT Committee: 12/4/13 and 1/8/14**

**software quotes are valid until 8/1/14**

## Departmental Memorandum

**From:** Andrew M. Robbins,  
Deputy Commonwealth's Attorney  
**To:** Frederick County Finance Committee  
**Date:** January 15, 2014  
**Re:** Proposal for New Docket Management Software

In 2008, the Office of the Frederick County Commonwealth's Attorney joined approximately 85% of the other jurisdictions in the Commonwealth of Virginia and began to use a Lotus Notes-based docket control and calendar management system called VCAIS. It was originally developed by the Commonwealth's Attorney's Office in Virginia Beach, and was offered state-wide with almost zero capital investment on the part of the participating jurisdictions. This system not only maintains our office's calendar of all pending court cases, it also compiles a critical database of contact information for all of our defendants, victims and witnesses. The system computes speedy-trial deadlines and alerts us to potential problems, and produces many documents necessary for prosecution, such as indictments and subpoenas. Prior to the introduction of VCAIS, these calendars, records and documents were compiled, updated and produced by hand.

As the case-load of our office has grown exponentially over time, our computerized case management software has become indispensable. Returning to the "paper and pencil" method of docket control and case management is no longer an option. Unfortunately, continuing to rely on VCAIS going forward is also no longer an option. Since its inception, VCAIS has relied on an extremely limited staff to provide upgrades and software support. Those Commonwealth's Attorney's Offices, including ours, that rely on VCAIS have been told that there will be no support for the system in the future. We have been told, in no uncertain terms, that any office that continues to rely on VCAIS does so at its own risk, and will (most likely) eventually lose all data and functionality. A replacement docket control and case management system must be found as soon as possible.

Obviously, Frederick County is not alone in this dilemma. As indicated above, approximately 85% of the jurisdictions in Virginia use VCAIS. Through the Commonwealth's Attorney's Services Counsel (CASC), over 35 offices have banded together in the search for a satisfactory solution to this problem. It was our hope that by combining our numbers, we might be able to negotiate more effectively with the various national vendors for this type of software. Prince Edward County took the first steps in this process by soliciting input from other jurisdictions, including Frederick County, in the preparation of a Request for Proposals (RFP). Over a three-month period, Prince Edward's RFP was shaped, in part, by suggestions from other jurisdictions. For example, Frederick County advanced the concept that the software selected should be compatible with Laserfiche. Other jurisdictions mandated that the new product allow "100% migration" of the data currently held by VCAIS into the new product, in order to reduce duplication.

The resulting RFP from Prince Edward was released, and competitive responses were received. After careful consideration, and again, after consultation with various offices through the CASC, Prince Edward County determined that the software packages from Software Unlimited were the most responsive to the specific requirements of the RFP. In addition, Software Unlimited offered significant savings to offices that purchased their programming packages through the CASC consortium. As a participating jurisdiction, we have been offered those savings as well.

The Prince Edward RFP, Software Unlimited's response, and specific price quotes for Frederick County have been submitted to Cheryl Shiffler at Finance and Walter Banks at Information Technologies. Walter has reviewed them and has informed me that Software Unlimited's product is compatible with our existing systems. However, he has made two recommendations. First, additional hardware will be required in order to provide adequate data storage. It is my understanding that these storage upgrades would have been requested in any event. But the transition from VCAIS to the new Software Unlimited product will require action on an accelerated timeline. Second, Software Unlimited's basic package does not include the "Premium Document Package". This additional software module would allow our office to "go paperless". That is, all documents would be scanned and automatically associated with the correct digital office file. This would permit our attorneys to have instant access to any file in the office, digitally through the County network, even in the courtroom. Walter Banks has recommended that we invest in the Premium Document Package now. The product could be very useful in the short term, will certainly be needed in the long-term, and the price will only increase over time.

The attached quotes from Software Unlimited show that the necessary software, installation and training will cost approximately \$97,044.40. It is important to note that the cost for installation and training are subject to change, based on several variables, including the number of hours expended by SU staff, travel and lodging costs, etc. For that reason, we are asking for \$100,000. While we may come in under that amount when all is said and done, we need to be prepared in the event of slight over-runs. It is my understanding that the IT Department has requested \$40,000 in additional funds for the necessary hardware and software upgrades to support this system.

Software Unlimited is a national software company. They provide an excellent product and support that will meet our needs very well. They have already "gone live" in Petersburg, Virginia and elsewhere, and the reviews are good. They are offering significant savings if we have the foresight to take advantage of the groundwork laid by Prince Edward County and the CASC, but only if we act quickly. If we choose to wait, VCAIS could become unstable at any time, without warning, leaving the Commonwealth's Attorney's Office with no case management system at all. The cost of replacement under those circumstances would be staggering. This program transition is going to be needed at some point. And if the funds are available now, the investment will pay dividends for many years to come. Thank you for your consideration of this proposal.





Software Unlimited Corporation  
P.O. Box 5  
Tupelo, MS 38802

**QUOTE #1**  
**ALL INCLUSIVE**  
**primary docket control & document management softwares**

**Estimate**

Date
10/21/2013

Name/Address
Mr. Andy Robbins Frederick County Commonwealth Attorney's Office 107 N. Kent Street Winchester, VA 22601

Description	Qty	Unit	Cost	Total
Criminal Case Management System **Included: Prosecutor Caseload Management, Calendaring, CMS Mobile **Victim Witness Module, eDiscovery and much more **Document Management Lite come with this system. ** Each Office must supply a MS-SQL license per user	14	Users		
<b>Subtotal for Software Only</b>				\$44,716.00
<b>Per Agreement</b> with RFP with Prince Edward Commonwealth Attorney's Office we are extending a 10% discount				<b>-\$4,471.60</b>
Premium Document Management System for Criminal Case Management	14	Users		\$20,650.00
On-Line Installation	3	Days	\$950.00	\$2,850.00
On-Line Setup & Training (broken into 2 three hours sessions per day)	7	Days	\$950.00	\$6,650.00
Week of On-Site Training (includes expenses & travel time)-Optional	5	Days		\$11,950.00
<b>*Note: Additional Weeks or Days may be purchased as necessary</b> <b>Training costs are EITHER online OR on site.</b>				
Conversion of Virginia VCAIS Commonwealth Attorney data to Software Unlimited Criminal Case Management This program is custom written for the State of Virginia	1			\$9,025.00
Additional Estimated Conversion Services. Includes: Analyze Customer Data Customization Test Conversion Customer Data Delivery and Training Users	79		\$125.00	\$9,875.00
***Important to note: The number of hours is an estimate. If it takes less time, the Customer will ONLY be charged for time used at the billing rate of \$125 a hour. If the conversion takes more than the estimated time, then the customer will be billed at \$155 an hour. Customer will be kept informed as to status of the conversion.				
*** We will soon have the ability to allow you to scan in warrants. This will save your office an immense amount of time and tremendously reduce user errors. There will be no additional charge for the Warrant Interface.				No Charge
*** We now have Custom Front-Ends for VCAIS users which will make the migration to Software Unlimited's Criminal Case Management extremely easy and reduce the time of learning new software.				No Charge
Software Maintenance	12		\$745.27	\$8,943.20
<b>Per Agreement</b> with RFP with Prince Edward Commonwealth Attorney's Office we are offering a year warranty. Warranty commences upon installation of the software.				<b>-\$8,943.20</b>
Document Management Maintenance per year	14	Users/Year	175.00	\$2,450.00
<b>TOTALS:</b> <b>on site training - \$97,044.40</b> <b>online training - \$91,744.40</b>				
The training will also include up to 14 templates and/or 14reports up to a maximum of 14 man hours. Many reports come standard with the system. The User has the ability to create their own templates and reports. We recommend the purchase of a Crystal Report Writer so that custom reports may be created.				
***Price valid until 8/01/2014				



Software Unlimited Corporation  
P.O. Box 5  
Tupelo, MS 38802

**QUOTE #2**  
**primary docket control software ONLY**

**Estimate**

Date
10/21/2013

Name/Address
Mr. Andy Robbins Frederick County Commonwealth Attorney's Office 107 N. Kent Street Winchester, VA 22601

Description	Qty	Unit	Cost	Total
Criminal Case Management System **Included: Prosecutor Caseload Management, Calendaring, CMS Mobile **Victim Witness Module, eDiscovery and much more **Document Management Lite come with this system. ** Each Office must supply a MS-SQL license per user	14	Users		
<b>Subtotal for Software Only</b>				\$44,716.00
<b>Per Agreement</b> with RFP with Prince Edward Commonwealth Attorney's Office we are extending a 10% discount				<b>-\$4,471.60</b>
On-Line Installation	2	Days	\$950.00	\$1,900.00
On-Line Setup & Training (broken into 2 three hours sessions per day)	5	Days	\$950.00	\$4,750.00
Week of On-Site Training (includes expenses & travel time)-Optional	5	Days		\$11,950.00
<b>*Note: Additional Weeks or Days may be purchased as necessary</b>				
Conversion of Virginia VCAIS Commonwealth Attorney data to Software Unlimited Criminal Case Management This program is custom written for the State of Virginia	1			\$9,025.00
Additional Estimated Conversion Services. Includes: Analyze Customer Data Customization Test Conversion Customer Data Delivery and Training Users	79		\$125.00	\$9,875.00
***Important to note: The number of hours is an estimate. If it takes less time, the Customer will ONLY be charged for time used at the billing rate of \$125 a hour. If the conversion takes more than the estimated time, then the customer will be billed at \$155 an hour. Customer will be kept informed as to status of the conversion.				
*** We will soon have the ability to allow you to scan in warrants. This will save your office an immense amount of time and tremendously reduce user errors. There will be no additional charge for the Warrant Interface.				No Charge
*** We now have Custom Front-Ends for VCAIS users which will make the migration to Software Unlimited's Criminal Case Management extremely easy and reduce the time of learning new software.				No Charge
Software Maintenance	12		\$745.27	\$8,943.20
<b>Per Agreement</b> with RFP with Prince Edward Commonwealth Attorney's Office we are offering a year warranty. Warranty commences upon installation of the software.				<b>-\$8,943.20</b>
The training will also include up to 14 templates and/or 14reports up to a maximum of 14 man hours. Many reports come standard with the system. The User has the ability to create their own templates and reports. We recommend the purchase of a Crystal Report Writer so that custom reports may be created.				<b>TOTAL: \$77,744.40</b>
***Price valid until 8/01/2014				



Software Unlimited Corporation  
P.O. Box 5  
Tupelo, MS 38802

**QUOTE #3**  
**document management software ONLY**

**Estimate**

Date
10/21/2013

Name/Address
Mr. Andy Robbins Frederick County Commonwealth Attorney's Office 107 N. Kent Street Winchester, VA 22601

Description	Qty	Unit	Cost	Total
Premium Document Management System for Criminal Case Management  *Note this is the Full Document Management System, not to be confused with the Basic Document Management System that comes with CMS.	14	Users		\$20,650.00
Full Document Management System priced above includes all features and the capabilities you saw during the demo. **Price does not include scanners				
On-Line Installation	1	Days	\$ 950.00	\$950.00
On-Line Training	2	Days	\$ 950.00	\$1,900.00
Document Management Maintenance per year	14	Users/Year	175.00	\$2,450.00
				<b>tOTAL: \$25,950</b>
***Price valid until 8/01/2014				



# **QUOTATION**

<b>Quote #:</b>	<b>667405036</b>	<b>IT portion of request</b>
<b>Customer #:</b>	<b>013870330</b>	<b>TOTAL Dell quotes: \$36,519.03</b>
<b>Contract #:</b>		
<b>Customer Agreement #:</b>		
<b>Quote Date:</b>	<b>11/05/2013</b>	
<b>Date: 11/18/2013</b>	<b>Customer Name:</b>	<b>COUNTY OF FREDERICK, VA</b>

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
<b>SALES REP:</b>	ROB J OLEYAR	<b>PHONE:</b>	1800 - 4563355
<b>Email Address:</b>	<a href="mailto:Robert_Oleyar@Dell.com">Robert_Oleyar@Dell.com</a>	<b>Phone Ext:</b>	5138917

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$28,758.61 GROUP TOTAL: \$28,758.61		
Base Unit	Dell EqualLogic PS4100X, Mainstream Performance, 10K SAS Drives (225-1078)	1
	21.6TB capacity, 10K SAS, 24x 900GB (342-3385)	1
	Dual Controller, HA with failover (331-2530)	1
	EqualLogic array may not be returned (468-8817)	1
	Synchronous and Point-in-Time Replication (468-7110)	1
	Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)	1
	SAN HQ multi group monitoring software (468-7156)	1
	ReadyRails II Static Rails for 4-post Racks (770-BBCL)	1
	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (936-8218)	1
	EqualLogic Advanced Software Warranty and Service, 7x24 Access, 3 Year (953-9989)	1
	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (954-7162)	1
	Dell Hardware Limited Warranty Initial Year (968-2695)	1
	Dell Hardware Limited Warranty Extended Year (968-2696)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-2729)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-2732)	1
	Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355 (989-3439)	1
	Remote Implementation of a Dell EqualLogic Array (961-3859)	1
	Proactive Maintenance Service Declined (926-2979)	1
	EqualLogic Reference Architecture, PC70xx, PS4100, up to 1 array (995-7139)	1
	Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1
	Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1

<b>SOFTWARE &amp; ACCESSORIES</b>	<b>GROUP TOTAL: \$0.00</b>
-----------------------------------	----------------------------

Product	Quantity	Unit Price	Total
Dell Education Services - No EqualLogic Training Requested - visit <a href="http://www.Learndell.com">www.Learndell.com</a> (994-3849)	1	\$0.00	\$0.00

<b>*Total Purchase Price:</b>		<b>\$28,758.61</b>	
<b>Product Subtotal:</b>	\$28,758.61		
<b>Tax:</b>	\$0.00		
<b>Shipping &amp; Handling:</b>	\$0.00		
<b>State Environmental Fee:</b>	\$0.00		
<b>Shipping Method:</b>	LTL 5 DAY OR LESS		

(\* Amount denoted in \$)

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by COUNTY OF FREDERICK, VA for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at [www.dell.com/terms](http://www.dell.com/terms), and which incorporate Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total) . Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

All information supplied to COUNTY OF FREDERICK, VA for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit [www.dell.com](http://www.dell.com).

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).





## QUOTATION

**Quote #:** 667405039  
**Customer #:** 013870330  
**Contract #:**  
**Customer Agreement #:**  
**Quote Date:** 11/05/2013  
**Date:** 11/18/2013  
**Customer Name:** COUNTY OF FREDERICK, VA

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

<b>SALES REP:</b>	ROB J OLEYAR	<b>PHONE:</b>	1800 - 4563355
<b>Email Address:</b>	<a href="mailto:Robert.Oleyar@Dell.com">Robert.Oleyar@Dell.com</a>	<b>Phone Ext:</b>	5138917

### GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$7,760.42 GROUP TOTAL: \$7,760.42

Base Unit	PowerEdge R720 (225-2133)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (936-4573)	1
	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (936-4613)	1
	Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
	Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221)	1
	Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355 (989-3439)	1
	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (996-8019)	1
	On-Site Installation Declined (900-9997)	1
	Proactive Maintenance Service Declined (926-2979)	1
	PowerEdge R720 Shipping (331-4437)	1
	Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	1
	Intel Ethernet I350 QP 1Gb Server Adapter, Low Profile (430-4442)	1
	iDRAC7 Enterprise (421-5339)	1
	Intel Ethernet I350 QP 1Gb Network Daughter Card (430-4447)	1
	2.5" Chassis with up to 16 Hard Drives (317-8474)	1
	Bezel (318-1375)	1
	Performance BIOS Setting (330-3492)	1
	RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381)	1
	PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)	1
	Intel Xeon E5-2643 3.30GHz, 10M Cache, 8.0GT/s QPI, Turbo, 4C, 130W, Max Mem 1600MHz (317-9605)	1
	Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
	DIMM Blanks for Systems with 2 Processors (317-8688)	1
	Intel Xeon E5-2643 3.30GHz, 10M Cache, 8.0GT/s QPI, Turbo, 4C, 130W (317-9618)	1
	Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
	16GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width (317-9639)	8

	1333 MHz RDIMMs (331-4422)	1
	Performance Optimized (331-4428)	1
	146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-0427)	2
	Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	1
	DVD ROM, SATA, INTERNAL (313-9092)	1
	ReadyRails Sliding Rails With Cable Management Arm (331-4433)	1
	Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1
	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
	Internal Dual SD Module (331-4441)	1
	2GB SD Card For RIPS (342-1627)	1
	2GB SD Card For RIPS (342-1627)	1
	Enable Redundant SD Cards (468-4612)	1
	No Operating System (420-6320)	1
	No Media Required (421-5736)	1

<b>*Total Purchase Price:</b>		<b>\$7,760.42</b>	
<b>Product Subtotal:</b>	\$7,760.42		
<b>Tax:</b>	\$0.00		
<b>Shipping &amp; Handling:</b>	\$0.00		
<b>State Environmental Fee:</b>	\$0.00		
<b>Shipping Method:</b>	LTL 5 DAY OR LESS		

(\* Amount denoted in \$)

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#### Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit [dell.com/privacy](http://dell.com/privacy).

FREDERICK COUNTY SHERIFF'S OFFICE

Frederick County  
RECEIVED

DEC 31 2013

Finance Department



ROBERT T. WILLIAMSON  
Sheriff

MAJOR R.C. ECKMAN  
Chief Deputy

1080 COVERSTONE DRIVE  
WINCHESTER, VIRGINIA 22602

540/662-6168  
FAX 540/722-4001

TO : Finance Department  
FROM : Sheriff R. T. Williamson *RTW*  
DATE : December 30, 2013  
SUBJECT : Insurance Reimbursement

---

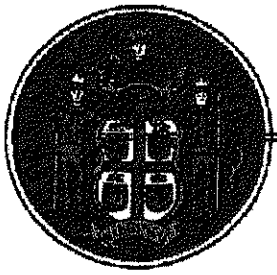
We are requesting the amount received, \$5,195.00, for the auto claim dated November 10, 2013 involving Deputy Lam be appropriated into our operating budget line of 3102-3004-000-002.

Thank you.

RTW/asw

C.S. 12/12/13  
3-010-018990-0001






COUNTY of FREDERICK

Finance Department  
**Cheryl B. Shiffler**  
Director

540/665-5610  
Fax: 540/667-0370  
E-mail: cshiffle@fcva.us

MEMORANDUM

TO: Angie Williamson, Sheriff's Office

FROM: Jennifer L. Place, Finance Department 

DATE: December 11, 2013

SUBJECT: Insurance Reimbursement

---

Attached is a copy of a check received in the amount of \$5,195.00 for the auto claim dated November 10, 2013 involving Deputy Lam. The vehicle was a total loss.

If you would like these funds appropriated to your budget, please send the Finance Department a memo requesting appropriation to forward to the Finance Committee.

If you have any questions, please give me a call.



## COUNTY OF FREDERICK, VIRGINIA


### FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive  
Winchester, VA 22602

Dennis D. Linaburg  
Fire Chief

### MEMORANDUM

**TO:** Cheryl Shiffler, Director  
Finance Department

**FROM:** Dennis D. Linaburg, Chief  
Fire and Rescue Department 

**SUBJECT:** Request for Supplemental Appropriation

**DATE:** December 10, 2013

Our Department has been awarded a 50/50 match grant in order to purchase four Lucas Auto Pulse devices. The total purchase price for these four devices is \$61,757. In November, a supplemental appropriation in the amount of \$31,000 was transferred into 4-010-3505-8009 to cover our share of this grant.

At this time, we are requesting an additional \$30,757 to cover the remaining portion of the Lucas Auto Pulse purchase. Once the purchase has been made, the grant match money will be transferred into the General Fund.

**Total Request: \$30,757**

I request these funds be placed into line item 4-010-3505-8009 Miscellaneous Equipment (Capital). If you have any questions or need additional information regarding this request, please do not hesitate to contact me so I may further discuss this will you.

/attachments

DDL:msn  
CC: file



**Physio-Control, Inc.**  
11811 Willows Road NE  
P.O. Box 97023  
Redmond, WA 98073-9723 U.S.A  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

To: Deputy Chief Larry Oliver  
Frederick Co Fire & Rescue  
1080 Coverstone Dr  
2nd FI Fire & Rescue Office  
WINCHESTER, VA 22602  
Phone: (540) 665-6388  
Fax: (540) 678-4739  
loliver@co.frederick.va.us

**Quote#:** 1-268903651

**Rev#:** 2

**Quote Date:** 11/22/2013

**Sales Consultant:** Rebecca Michaelangelo  
800-442-1142 x 72068

**FOB:** Destination

**Terms:** All quotes subject to credit approval and  
the following terms & conditions

**Contract:** NASPO #SW300

**Exp Date:** 02/20/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	<b>99576-000024 - LUCAS 2, 2.1 Chest Compression System</b> Includes LUCAS 2 unit with Back Plate, Carrying Bag, Two (2) Patient Straps, Stabilization Strap, 3 Suction Cups, 1 Rechargeable Battery and Instructions for Use. One year warranty.	4	\$14,495.00	\$2,174.25	\$0.00	\$12,320.75	\$49,283.00
2	<b>11576-000060 - LUCAS 2 BATTERY CHARGER,MAINS PLUG,US-CAN-JP</b>	4	\$1,034.00	\$181.83	\$0.00	\$852.17	\$3,408.68
3	<b>11576-000040 - LUCAS 2 BATTERY 4-PACK</b>	1	\$2,343.00	\$408.71	\$0.00	\$1,934.29	\$1,934.29
4	<b>11576-000048 - LUCAS 2 CAR CABLE 12V</b>	4	\$122.00	\$22.80	\$0.00	\$99.20	\$396.80
5	<b>11576-000055 - LUCAS 2 POWER SUPPLY WITH CORD,REDEL,US</b>	4	\$329.00	\$71.99	\$0.00	\$257.01	\$1,028.04
6	<b>11576-000052 - LUCAS BACK PLATE GRIP TAPE</b>	4	\$38.00	\$6.44	\$0.00	\$31.56	\$126.24
7	<b>LUONS-R&amp;I1 - LUCAS 2 Point of Sale Service Agreement - 1 Yr</b> On Site, Repair and Inspect	4	\$1,395.00	\$0.00	\$0.00	\$1,395.00	\$5,580.00
8	<b>50999-000117 - ZONE TRAVEL CHARGE: ZONE 1</b>	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTAL \$61,757.05

ESTIMATED TAX \$0.00

ESTIMATED SHIPPING & HANDLING \$0.00

**GRAND TOTAL \$61,757.05**

**Pricing Summary Totals**

List Price:	\$71,995.00
NASPO #SW300 Contract Discount:	- \$10,237.95

**GRAND TOTAL FOR THIS QUOTE \$61,757.05**

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:  
# 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN  
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS  
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE  
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS  
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE  
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO  
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: SS/10869501/1-2A2518

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

## **TERMS OF SALE**

### **General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### **Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

### **Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

### **Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

### **Delays**

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

### **Inspections and Returns**

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at [http://www.physio-control.com/uploadedFiles/support/ReturnPolicy\\_3308529\\_A.pdf](http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf).

### **Service Terms**

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

### **Warranty**

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### **Miscellaneous**

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



**Physio-Control, Inc.**  
11811 Willows Road NE  
P.O. Box 97023  
Redmond, WA 98073-9723 U.S.A  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

To: Deputy Chief Larry Oliver  
Frederick Co Fire & Rescue  
1080 Coverstone Dr  
2nd FI Fire & Rescue Office  
WINCHESTER, VA 22602  
Phone: (540) 665-6388  
Fax: (540) 678-4739  
loliver@co.frederick.va.us

**Quote#:** 1-268903651  
**Rev#:** 1  
**Quote Date:** 08/13/2013  
**Sales Consultant:** Rebecca Michaelangelo  
800-442-1142 x 72068  
**FOB:** Destination

**Terms:** All quotes subject to credit approval and the following terms & conditions

**Contract:** NASPO #SW300

**Exp Date:** 11/11/2013

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99576-000024 - LUCAS 2, 2.1 Chest Compression System Includes LUCAS 2 unit with Back Plate, Carrying Bag, Two (2) Patient Straps, Stabilization Strap, 3 Suction Cups, 1 Rechargeable Battery and Instructions for Use. One year warranty.	4	\$14,495.00	\$2,174.25	\$0.00	\$12,320.75	\$49,283.00
2	11576-000060 - LUCAS 2 BATTERY CHARGER, MAINS PLUG, US-CAN-JP	4	\$1,034.00	\$181.83	\$0.00	\$852.17	\$3,408.68
3	11576-000040 - LUCAS 2 BATTERY 4-PACK	1	\$2,343.00	\$408.71	\$0.00	\$1,934.29	\$1,934.29
4	11576-000048 - LUCAS 2 CAR CABLE 12V	4	\$122.00	\$22.80	\$0.00	\$99.20	\$396.80
5	11576-000055 - LUCAS 2 POWER SUPPLY WITH CORD, REDEL, US	4	\$329.00	\$71.99	\$0.00	\$257.01	\$1,028.04
6	11576-000052 - LUCAS BACK PLATE GRIP TAPE	4	\$38.00	\$6.44	\$0.00	\$31.56	\$126.24
7	LUONS-R&I1 - LUCAS 2 Point of Sale Service Agreement - 1 Yr On Site, Repair and Inspect	4	\$1,395.00	\$0.00	\$0.00	\$1,395.00	\$5,580.00
8	50999-000117 - ZONE TRAVEL CHARGE: ZONE 1	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUB TOTAL \$61,757.05  
ESTIMATED TAX \$0.00  
ESTIMATED SHIPPING & HANDLING \$0.00  
**GRAND TOTAL \$61,757.05**

**Pricing Summary Totals**

List Price: \$71,995.00  
NASPO #SW300 Contract Discount: - \$10,237.95

**GRAND TOTAL FOR THIS QUOTE \$61,757.05**



**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:  
# 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: SS/10869501/1-2A2518

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

## **TERMS OF SALE**

### **General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### **Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

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### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### **Miscellaneous**

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.





COMMONWEALTH of VIRGINIA  
Department of Health

Office of Emergency Medical Services  
1041 Technology Park Drive  
Glen Allen, VA 23059-4500

Cynthia C. Romero, MD, FAAFP  
State Health Commissioner

Gary R. Brown  
Director

P. Scott Winston  
Assistant Director

1-800-523-6019 (VA only)  
804-888-9100 (Main Office)  
804-888-9120 (Training Office)  
FAX: 804-371-3108

July 1, 2013

Dennis D. Linaburg  
Frederick Co Fire & Rescue  
1080 Coverstone Drive  
Winchester, VA 22602-4369

Dear Grant Administrator:

The Office of Emergency Medical Services (OEMS) is pleased to announce that your agency has been awarded funding from the Financial Assistance for Emergency Medical Services Grant Program, known as the Rescue Squad Assistance Fund (RSAF). The attached Award Page itemizes the actual dollar value, quantity, funding level and item(s) your agency has been awarded under this program. The following documents have been included in your grant award package:

- **Memorandum of Agreement:** All three (3) pages of this document must be signed and returned by **September 1, 2013**. Original or faxed copies will be accepted.
- **Instructions for Grant Reimbursement:** All items must be submitted in order to process your reimbursement.
- **Equipment Status/Final Report Form:** This form must be submitted sixty (60) days after the grant cycle deadline.

If your agency has had special conditions placed on your grant award, any and all conditions must be met in order to receive reimbursement. All vehicles that are awarded under the RSAF Grant Program must be available for service 24 hours a day – 7 days a week. *Any agency that is not fully compliant with EMS data submission through OEMS will not be reimbursed for their grant award until compliance has been fully met.*

Items awarded may be available by state contract, [www.eva.virginia.gov](http://www.eva.virginia.gov), OEMS recommends your agency purchase under state contract if applicable. For radio equipment purchases, OEMS recommends you check the Virginia Technologies Information Agency (VITA) contract for pricing at the following website <http://www.vita.virginia.gov/services/default.aspx?id=3361>.

If you have any questions, please contact Amanda Davis, OEMS Grant Program Manager at (804) 888-9106, [Amanda.Davis@vdh.virginia.gov](mailto:Amanda.Davis@vdh.virginia.gov) or Linwood P. Pulling, Grant Specialist at (804) 888-9105, [Linwood.Pulling@vdh.virginia.gov](mailto:Linwood.Pulling@vdh.virginia.gov) or 1-800-523-6019 for additional grant information.

Congratulations,

Gary R. Brown  
Director

1075 (3-010-024040-0026)

Enclosures

Office of Emergency Medical Services  
Consolidated Grant Program

AWARD PAGE

July 1, 2013 - June 30, 2014 Grant Period

Agency Name: FREDERICK CO FIRE & RESCUE

Grant Number: LF-C07/06-13

Item Type (Item)	Status	Quantity Funded	Funding % Level	Amount Funded
BLS Equipment (Mechanical CPR Device W/Charge)	FUNDED	4	50	\$30,780.00

**Conditions:** 13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health.

\$30,780.00



COUNTY OF FREDERICK, VIRGINIA


FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive  
Winchester, VA 22602

Dennis D. Linaburg  
Fire Chief

MEMORANDUM

**TO:** Cheryl Shiffler, Director  
Finance Department

**FROM:** Dennis D. Linaburg, Chief  
Fire and Rescue Department 

**SUBJECT:** Request for Supplemental Appropriation

**DATE:** January 8, 2014

Our Department has been awarded a Virginia Homeland Security Grant to assist the HazMat Team. At this time, we are requesting a Supplemental Appropriation for \$52,583 in order to make the necessary purchases for the HazMat Team. Once the purchases have been made, the grant money will be transferred into the General Fund.

**Total Request: \$52,583.00**

I request these funds be placed into line item **4-010-3505-5605-002 HAZ MAT**. If you have any questions or need additional information regarding this request, please do not hesitate to contact me so I may further discuss this will you.

/attachments

DDL:msn  
CC: file

**1075 (3-010-024040-0026)**



**COMMONWEALTH of VIRGINIA**  
*Department of Emergency Management*

MICHAEL M. CLINE  
State Coordinator

JACK E. KING  
Chief Deputy Coordinator

BRETT A. BURDICK  
Deputy Coordinator

10501 Trade Court  
Richmond, Virginia 23236-3713  
(804) 897-6500  
(TDD) 674-2417  
FAX (804) 897-6506

November 1, 2013

Mr. John R. Riley, Jr.  
County Administrator  
Frederick County  
107 N. Kent St.  
Winchester, VA 22601

RE: FY13 – State Homeland Security Program Grant

Dear Mr. Riley:

The Virginia Department of Emergency Management (VDEM) is pleased to announce the allocation of the **2013 State Homeland Security Program Grant (SHSP) (CFDA # 97.067)** from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). Appropriation authority for this program is *The Consolidated Appropriations Act, 2013 (Public Law 113-6)*. Your locality has been allocated funding for:

Project Title: 2013 Enhance CBRNE HazMat Capabilities - HazMat Teams

Federal Grant Allocation:	\$52,583.00.	
Recipient's Required Cost Share/Match Amount:		\$0
Total Project:	\$52,583.00	

The purpose of the State Homeland Security Program is to make grants to states to assist state and local governments in support of the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2013 SHSP plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the National Preparedness Goal (NPG). The development and sustainment of these core capabilities are not exclusive to any single level of government or organization, but rather require the combined effort of the whole community.

Mr. John R. Riley, Jr.  
Page 3  
November 1, 2013

In consideration of FEMA IB#379 and reduced period of performance, scope of work changes to projects will not be allowed within the FY2013 cycle. Should the project submitted and approved not be implemented contact your Grant Administrator as soon as possible to receive instructions.

Sub-grantees are obligated to submit progress reports as a condition of their award acceptance. Subgrantee Quarterly Reports must be submitted to the VDEM Grant Administrator on a quarterly basis through email and later through the eGMS System. The Subgrantee Quarterly Report must be based on the approved budget and any approved amendments. The Subgrantee Quarterly Report is available at <http://www.vaemergency.gov/em-community/grants/all-grant-forms>. Sub-grantees are required to report on progress towards implementing plans described in their application.

Within 30 days after the end of the period of performance sub-grantees must submit a final progress report detailing all accomplishments throughout the period of performance. After this report has been reviewed and approved by VDEM's Grant Office, a close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for five years from the date of the final report. The grantee is responsible for returning any funds that have been drawn down, but remain as unliquidated on grantee financial records.

Please review and sign the required documents and return them to the Grants Management Office by **November 29, 2013**. If you have any questions regarding this award, please contact Amy G. Austin at the VDEM Grants Management Office at (804) 897-9769.

Sincerely,



Michael M. Cline

MMC/aa

c: The Honorable James Hopper, Secretary for Veterans Affairs & Homeland Security  
Mr. Keith Jenkins, Captain/Project Manager, Frederick County Fire & Rescue

*"Working to Protect People, Property and Our Communities"*



# Commonwealth of Virginia Grant Application



Virginia Department of Emergency Management

Grants Management Office

Phone: 804-897-6500

10501 Trade Court

Fax: 804-897-6613

Richmond, VA 23236-3713

Grant Year: 2013

Federal  
Program and  
CFDA #: \_\_\_\_\_

## Sub-Grantee

## Organization Type (Check Applicable Box)

Subgrantee (Jurisdiction Legal Name):

Frederick County

Sub-recipient (Agency Name):

Frederick County Fire and Rescue Dept

Legal Address:

1080 Coverstone Dr

Winchester VA, 22602

State Agency ☐

City/County ☒

College ☐

Airport ☐

Authority ☐

Planning District ☐

Other: (Please specify) ☐

EIN #: 54-60001290

DUNS #: 142884365

Project Title: 2013 Frederick County Fire & Rescue Haz-Mat Tee Team Grant

Total Dollar Amount Requested: \$ \$52,583.00

Please Provide all Signatures (as applicable)

By signing this application, I certify (1) to the statements contained in the list of certifications; (2) that the statements herein are true, complete and accurate to the best of my knowledge; and (3) that if awarded I will not undergo any obligations until I have received approval or clearance for any Environmental Historical Preservation (EHP) requirements. (4) that the below representatives are authorized to submit grant management requirements both paper and electronic to VDEM and VDEM's grant management system. I also provide the required assurances and agree to comply with any resulting terms if I obtain an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

\* City Manager, County Administrator, State Agency Head, Executive Director,

Contact Information	Chief Administrative Officer *	Project Manager		Financial Officer	
Choose one		Primary Contact	Secondary Contact	Primary Contact	Secondary Contact
Name:	Mr. John R. Riley Jr.	Keith Jenkins		Cheryl Shiffler	
Title:	County Adminster	Captain		Finance Director	
Organization:	Frederick County	Frederick County Fire & Rescue		Frederick County	
E-mail:	<a href="mailto:jriley@fcva.us">jriley@fcva.us</a>	<a href="mailto:kjenkins@fcva.us">kjenkins@fcva.us</a>		<a href="mailto:cshiffle@fcva.us">cshiffle@fcva.us</a>	
Telephone:	540-665-5666	540-665-5618		540-665-5610	
Fax:	540-667-0370	540-678-4739		540-667-0370	
Address:	107 N. Kent Street Winchester VA 22601	1080 Coverstone Dr Winchester VA 22602		107 N. Kent Street Winchester VA 22601	

\* Chief Administrative Officer

Title

11-26-2013  
Date



Virginia Department of  
Emergency Management

Grant Agreement

Page 1 of 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Frederick County  
107 N. Kent St.  
Winchester, VA 22601

4. AWARD NAME: 2013 SHSP (State Homeland Security Program)

5. PROJECT PERIOD: FROM 11/01/13 TO 04/30/15

BUDGET PERIOD: FROM 11/01/13 TO 04/30/15

6. AWARD DATE 11/26/13

2. GRANTEE IRS/VENDOR NO.  
54-6001290

7. AMOUNT OF THIS AWARD \$ 52,583.00

8. TOTAL AWARD \$ 52,583.00

9. RECIPIENT NON-FEDERAL COST SHARE REQUIREMENT  
\$ 0

3. PROJECT TITLE

HazMat Team Equipment, Exercise and Training

10. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

11. STATUTORY AUTHORITY FOR GRANT

The project is supported under Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6)

12. METHOD OF PAYMENT

Commonwealth of Virginia Accounting System

AGENCY APPROVAL

13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL

Michael M. Cline  
State Coordinator

GRANTEE ACCEPTANCE

14. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

John R. Riley, Jr.  
County Administrator

15. SIGNATURE OF APPROVING VDEM OFFICIAL

16. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

16A. DATE 12/3/13





Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page  
2 of 4

Award Name: 2013 State Homeland Security Grant Program Grant Award Date: November 26, 2013

**SPECIAL CONDITIONS**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
  - A. Administrative Requirements
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
    3. Virginia Department of Emergency Management Sub-grantee Administrative Guide
  - B. Cost Principles
    1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
  - C. Audit Requirements
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld, if these reports are delinquent. The final Progress Report is due 30 days after the end date of the performance period.
4. In the event VDEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.



Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page  
3 of 4

*Award Name: 2013 State Homeland Security Grant Program      Grant Award Date: November 26, 2013*

5. The recipient shall **not** undertake (obligate/expend federal and/or matching funds) any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will **not** be eligible for FEMA funding.
6. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.
7. The recipient agrees that the use of funds under this grant will be in accordance with the Fiscal Year 2013 Guidelines and must support the goals and objectives included in the State Homeland Security Strategy.
8. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
9. The recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page  
4 of 4

Award Name: 2013 State Homeland Security Grant Program

Grant Award Date: November 26, 2013

11. National Incident Management System Implementation Compliance

In accordance with HSPD-5, the adoption of the NIMS is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. No federal funds will be released to the primary grantee and any other entity participating and benefiting in this project if this requirement has not been met. In the event of a Corrective Action Plan submitted, VDEM/SAA will determine if the sub-grantee(s) has (have) made sufficient progress to disburse funds.

12. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The recipient agrees to submit a Trip Report when using federal funds to attend a conference or workshop. The Trip Report template can be found at [www.vaemergency.gov](http://www.vaemergency.gov) under Grant Information. These reports must be remitted with your request for reimbursement. Failure to do so will result in a delay of payment until received.

13. Recipients agree that under program guidelines, travel expenses are allowable for approved training, planning, administrative, and exercise activities following local, state, and federal guidelines. Prior to traveling for these activities outside of contiguous United States (OCONUS) as well as to Canada and Mexico, preapproval is required by the state and FEMA through the SAA office.

Please reference 2 CFR 225, App. A, C.1.a, in regard to reasonableness when considering requests for travel of this type. Where applicable, you should also reference the following regarding travel: the Western Hemisphere Travel Initiative ([http://www.dhs.gov/files/programs/qc\\_1200693579776.shtm](http://www.dhs.gov/files/programs/qc_1200693579776.shtm)).



## COUNTY OF FREDERICK

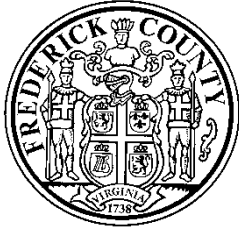
Information Technologies  
(540) 665-5614

### MEMORANDUM

**To:** Board of Supervisors Finance committee  
**From:** Walter Banks, IT Director  
**Subject:** Request for funding for the Windows XP replacement systems  
**Date:** January 15, 2014

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The IT department requests supplemental funding in the amount of **\$167,972.85** to replace systems that are unable to be upgraded to the Windows 7 operating system (please see attached).



## COUNTY OF FREDERICK

Information Technologies  
(540) 665-5614

### MEMORANDUM

**To:** Finance Committee

**From:** Walter Banks, IT Director

**Subject:** Brief Summary of actions taken due to Microsoft discontinuing its Windows XP OS

**Date:** January 15, 2014

---

Microsoft has made the decision to discontinue its support of the operating system Windows XP and Frederick County has accumulated a number of these systems over the years that cannot be updated. As of April 8<sup>th</sup> there will be no support from Microsoft in the form of service patches and or security updates which means the county, will be removing those computers that run Windows XP from the Frederick County network by the end of April 2014. A statement from Microsoft's website as to the risk associated with not upgrading systems:

*"Running Windows XP SP3 and Office 2003 in your environment after their end of support date may expose your company to potential risks, such as:*

*•Security & Compliance Risks: Unsupported and unpatched environments are vulnerable to security risks. This may result in an officially recognized control failure by an internal or external audit body, leading to suspension of certifications, and/or public notification of the organization's inability to maintain its systems and customer information."*

*-<http://www.microsoft.com/en-us/windows/enterprise/endofsupport.aspx>*

To clarify- Microsoft has made the decision to discontinue its support of the operating system Windows XP. Frederick County has accumulated a number of these systems over the years that cannot be updated and must be replaced. The IT department has had meeting to discuss the best option to replace these machines and has taken the following actions to present to number of units that need to be replaced:

- Investigated the validity of the risk due to the pending discontinue date.
- IT director met with various committees (Department heads, ITWG, Central administration and BOS IT) to communicate the situation.

- Established an inventory of CPU equipment connected to the Frederick County network and running Windows XP.
- The IT department has evaluated those systems to ascertain any units that may be updated as opposed to being replaced.
- Communicated with Department heads as to their department computer replacement needs.
- Provided verification memos to department heads and worked with them to identify areas where systems could be consolidated and reduce the financial impact.
- Presented updates and final computer replacement needs.
- Began discussions to modify how the county replaces computers through policy discussions at the ITWG committee.
- Made recommendation to BOS IT committee to forward the attached request to the finance committee for consideration.

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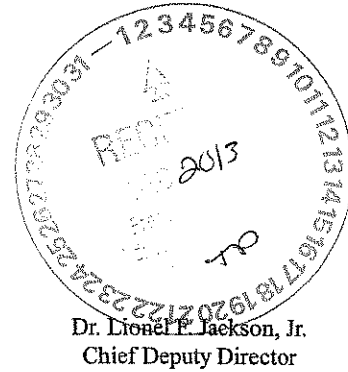




Mark A. Gooch  
Director

# COMMONWEALTH of VIRGINIA

## Department of Juvenile Justice



November 20, 2013

Ms. Julie Van Winkle  
26<sup>th</sup> District Court Service Unit  
5 N. Kent Street  
Winchester, Virginia 22601

Dear Ms. Van Winkle:

The VJCCCA FY2013 end of the year expenditure report has been reviewed. A Fiscal Adjustment Form (FAF), which records the movement of funds from program to program during the year, has been received. The Compliance Certification Form, which attests that all funds were expended as reported in the Department's Community Programs Reporting (CPR) System, has been signed by the county administrator and returned to us. According to the report, Frederick/Winchester/Clarke expended \$115,734.83 of its approved adjusted budget of \$122,392.00. The breakdown of funds expended is as follows:

Required Maintenance of Effort	\$ 0.00
State Funds Expended	<u>\$ 115,734.83</u>
Total Expenditures	\$ 115,734.83

A total of \$122,392.00 in state funds was provided to the locality. Because the state funds were not totally expended, we request that the balance of \$6657.17 be returned to the state. Additional funds for FY14 cannot be released for your locality until the FY13 unexpended funds are returned. Please make your check payable to **Treasurer, State of Virginia**, and mail it to:

Department of Juvenile Justice  
Petty Cash Cashier  
P. O. Box 1110  
Richmond, Virginia 23218-1110

We thank you for your attention to this request and for all that Frederick and Clarke Counties and the City of Winchester do for their youth and families before the 26th District Juvenile and Domestic Relations Court and Court Services Unit.

Sincerely,

Angela C. Valentine  
Community Programs Manager

cc: David L. Ash, County Administrator – Clarke County  
Dale Iman, City Manager – City of Winchester  
Jay E. Tibbs, Deputy County Administrator – Frederick County



## COUNTY OF FREDERICK, VIRGINIA


### FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive  
Winchester, VA 22602

Dennis D. Linaburg  
Fire Chief

### MEMORANDUM

**TO:** Cheryl Shiffler  
Finance Director

**FROM:** Dennis D. Linaburg, Chief   
Fire & Rescue

**SUBJECT:** Funding Request – Star Tannery Staffing

**DATE:** January 10, 2014

The Public Safety and the HR committees have met and discussed the need for career staffing at Company 17, Star Tannery. Currently, Star Tannery is the only station within the County without career staffing. It has been recommended to add six additional career staff to respond from Company 17. These six employees would work the current 24-hour shift schedule. This would allow two employees to be at the station at all times.

We are now requesting additional funding in order to hire and outfit the new EMT/Firefighters. Below is a breakdown of the costs associated with hiring the six requested positions:

Starting Salary		\$ 34,477.00
FICA	6.2%	2,137.57
Medical/per month	660	7,920.00
VRS	11.39%	3,926.93
Group Life Insurance	1.19%	410.28
Worker's Comp	4.07	1,403.21
<b>EMT/Firefighter</b>		<b>\$ 50,274.99/year</b>
<b>Uniform</b>		<b>\$ 5,544.50</b>
<b>TOTAL Per Employee</b>		<b>\$ 55,819.49</b>
<b>TOTAL REQUEST – 6 New Hires</b>		<b>\$ 334,916.94</b>

5 months =  
20,947.91  
Total FY14 request =  
\$160,755

It is our hope that the addition of career personnel at the station will encourage others to volunteer with Star Tannery.

If you have any questions or need additional information regarding this request, please do not hesitate to contact me so I may further discuss it with you.



## County of Frederick

**Paula A. Nofsinger**  
Director of Human Resources

(540) 665-5668  
Fax: (540) 665-5669  
[pnofsinger@fcva.us](mailto:pnofsinger@fcva.us)

TO: Board of Supervisors

FROM: Paula Nofsinger, Director of Human Resources

DATE: January 13, 2014

SUBJECT: Human Resources Committee Report

The HR Committee met in the First Floor Conference Room at 107 North Kent Street on Friday, January 10, 2014, at 12:00p.m. Committee members present were: Supervisor Robert Hess, Supervisor Robert Wells, and Citizen Member Dorrie Greene. Committee members absent were Supervisor Chris Collins, Citizen Member Beth Lewin and Citizen Member Barbara Vance. Also present were: County Administrator John R. Riley, Jr., County Attorney Rod Williams, Fire and Rescue Chief Dennis Linaburg, and Deputy Chief Bill Bowmaster.

### \*\*\* Items Requiring Action\*\*\*

1. None.

### \*\*\*Items Not Requiring Action\*\*\*

1. **Presentation by the Director of Fire and Rescue, Dennis Linaburg.**  
At the request of the Committee, Mr. Linaburg presented an overview of the objectives and responsibilities of the Fire and Rescue department. The presentation also provided the Committee an understanding of his employee population, the skills required, and topics of importance within his department. Presentation Attached.
2. **Request from Fire & Rescue Director for new positions to staff our Star Tannery Station.**  
The Committee supports the request to add 6 new positions at the station. Committee recommends forwarding request to Finance Committee for funding consideration.
3. **Annual review of Committee Charter.**

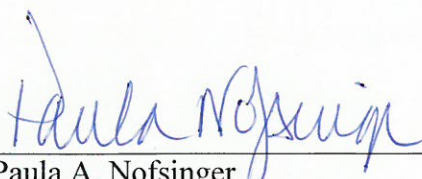
**There being no further business, the meeting was adjourned.**

The next HR Committee meeting is scheduled for Friday, February 7, 2014.

Respectfully Submitted,

**Human Resources Committee**

Robert Hess, Chairman  
Robert Wells  
Dorrie Greene

By:   
Paula A. Nofsinger  
Director of Human Resources





## COUNTY OF FREDERICK, VIRGINIA

### FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive  
Winchester, VA 22602

William R. Bowmaster, Sr.  
Deputy Chief  
Operations Division

### MEMORANDUM

**TO:** Paula Nofsinger  
HR Director

**FROM:** Dennis D. Linaburg, Chief *ngul / DL*  
Fire & Rescue

**SUBJECT:** Staffing Request – Star Tannery Fire & Rescue

**DATE:** January 2, 2014

The Public Safety Committee met December 17, 2013 to discuss the need for career staffing at Company 17, Star Tannery. Currently, Star Tannery is the only station within the County without career staffing. The Committee recommended the hiring of six additional career staff to respond from Company 17. These six employees would work the current 24-hour shift schedule. This would allow two employees to be at the station at all times.

The lack of available volunteers currently at Star Tannery is taxing the surrounding companies and jurisdictions. To cover emergencies in Company 17's district, we must pull resources from other companies, leaving that first due area unprotected and threatening the lives and property of residents living elsewhere in Frederick County.

Star Tannery is also a dual dispatch company due to the overlapping coverage area, which includes both Frederick and Shenandoah Counties. We have met with Shenandoah County to discuss the mutual aid agreement and Shenandoah has indicated their willingness to assist Star Tannery. We are tentatively set for a board work session in Shenandoah on February 6.

We are now requesting the HR Committee's consideration for this proposal. We believe that once approved, the additional staff would be trained and released to respond with proper credentials upon hiring quickly. It is our hope that the addition of career personnel at the station will encourage others to volunteer with Star Tannery.



## COUNTY OF FREDERICK, VIRGINIA

DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS  
1080 Coverstone, Drive, Winchester, VA 22602

LeeAnna Pyles  
Director  
Public Safety  
Communications

### MEMORANDUM

**TO:** Board of Supervisors

**FROM:** LeeAnna Pyles, Director Public Safety Communications

**SUBJECT:** Public Safety Committee Meeting  
Report for December 17, 2013

**DATE:** December 31, 2013

A meeting of the Public Safety Committee was held on Tuesday December 17, 2013 at 8:30 a.m. at the Frederick County Public Safety Building, 1080 Coverstone Drive, Winchester, VA. Committee members present were: Committee Chairman Gary Lofton, Ron Wilkins, Chuck Torpy, and Gene Fisher. Members Chris Collins and Michael Lindsay were absent. Also in attendance were County Administrator John R. Riley, Jr., Fire & Rescue Chief Denny Linaburg, Deputy Fire Chief Larry Oliver, County Attorney Rod Williams, Human Resources Director Paula Nofsinger, Sheriff Robert Williamson, Deputy Fire Chief Bill Bowmaster, Co.17 Chief Brian Shifflett and EMS Billing Manager Chrissy Bauserman. The following items were discussed:

#### **\*\*\*Items Not Requiring Action\*\*\***

##### **1. Star Tannery request for staffing (Attachment A)**

Chief Linaburg and Chief Brian Shifflett addressed the need for career staffing at Star Tannery. Company 17 is the only company in the County that does not have career staffing. They are a dual dispatch company with Shenandoah County due to an overlap in coverage area between the two jurisdictions. With Star Tannery's geographical layout and lack of career staff and volunteers, the need to call other due companies (e.g. Strasburg, North Mountain, Tom's Brook, and Middletown) puts critical response times at 15-20 minutes in some cases which are unacceptable. It should also be noted that all 911 calls go to Shenandoah County for dispatch and are then transferred to Frederick County Emergency Communications for dispatch. In addition, responding to these calls by other companies diminishes those companies' availability. As an example a general illness call will last at least 4 hours due to the layout of the area, transport times, time spent at WMC completing reports, and time back to the station.

Currently there are three volunteers who are certified fire fighters and nine EMS personnel at Company 17. A full compliment "out the door" is needed to run every call. Within the past few months, at least two of the volunteers have moved out of the area resulting in diminished staffing. Chief Shifflett talked about various scenarios used to help recruit more personnel to his station. He noted biggest problem was the volunteer base, even though they promote and advertise within a wide area.

Mr. Fisher asked about a meeting with Shenandoah County regarding contributions (mutual aid) to Frederick County when running calls.

Deputy Chief Bowmaster advised that he has placed a call the Shenandoah County asking for figures and information on mutual aid.

Mr. Riley agreed that a meeting is warranted, but we need to act now on the current staffing situation.

Chief Linaburg stated he would be comfortable with two people on 24 hour shifts (six people total) for the moment with the cost totaling about \$300,000 for salaries/benefits. The additional six career staff personnel at the station would help encourage volunteer recruitment. The volunteers would be at the station more frequently for hands-on training taught by the career staff. It was noted the additional six staff could be cleared fairly quickly with proper credentials. In the interim, other current career staff could fill the station temporarily.

*The Public Safety Committee unanimously recommended the hiring of six additional career staff at Star Tannery (Company 17). This recommendation will go before the HR committee in early January 2014 then to the Finance Committee before being going to the Board of Supervisors at the end of January 2014 for action.*

## **2. Revenue Recovery program update (Attachment B)**

EMS Billing Manager Chrissy Bauserman updated the committee on the current status of the Revenue Recovery program. The transactions and monies coming in between the vendor and insured are moving well. She reviewed the October totals, but noted those numbers do not reflect a large amount of Anthem payments. This was due to Anthem experiencing a computer glitch in their system. The glitch has since been resolved. Mrs. Bauserman stated by February/March staff should have a better idea of the money received. The projected returns should increase to 43-45% resulting in net revenue of around \$970,000 for the full year (October 2013-October 2014).

### **Next Meeting:**

Tuesday January 14, 2014 8:30 a.m.

At the next Public Safety Committee meeting, FY14-15 budgets for Fire & Rescue, Sheriff's Department and Public Safety Communications will be presented. The department heads will highlight those areas where they are experiencing the greatest difficulties and those areas where



they are asking for increased funding.

**Adjourn:**

The meeting was adjourned at 9:30 a.m.

Respectfully submitted by,

*Stefanie Salvato*

Stefanie Salvato, Secretary  
Frederick County Department of Public Safety Communications

cc:

G. Lofton	C. Collins
J. Riley	B. Vance
R. Williamson	A. Lloyd
D. Linaburg	R. Wilkins
G. Fisher	G. Williamson
R. Williams	L. Pyles
T. Price	C. Torpy
M. Lindsay	



## COUNTY OF FREDERICK, VIRGINIA



### FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive  
Winchester, VA 22602

Dennis D. Linaburg  
Fire Chief

### MEMORANDUM

**TO:** Public Safety Committee

**FROM:** Dennis D. Linaburg, Chief   
William R. Bowmaster, Deputy Chief 

**SUBJECT:** Career Staffing Request – Star Tannery

**DATE:** November 26, 2013

Star Tannery Volunteer Fire & Rescue (Company 17) requested career staffing due to low volunteer participation. After our initial presentation to the Public Safety Committee, we were asked to compile response statistics for review. The attached reports clearly show that Star Tannery's request is valid and staffing is necessary.

We compiled response data from both Frederick County and Shenandoah County for the period of January through August 2013. We chose this timeframe due to previous data collection errors resulting in skewed results. This data represents the most accurate response information, which progressively worsens throughout the reporting period.

During the first four months (Jan.-Apr.), there are 41 dispatched calls in Company 17's first due. Star Tannery, however did not respond to seven (7) of these calls, which accounts for 17% of the calls during the first four months of 2013. During the second half of the reporting period (May-Aug), there were 58 dispatched calls for Company 17. Star Tannery was unable to respond to 26 of these calls, which is 44.8% of all dispatched calls during the second half of the reporting period. This clearly indicates a significant decrease in the ability of Star Tannery to adequately respond to emergencies in their district.

The lack of available volunteer members at Star Tannery is also taxing the surrounding companies and jurisdictions. In order to cover emergencies in Company 17's district, we must pull resources from other companies, leaving that first due area unprotected and threatening the lives and property of residents living elsewhere in Frederick County.

Star Tannery originally requested daytime staffing. However, after reviewing the response data obtained for review, our Department is recommending four career members, 24/7, be placed at Star Tannery. This recommendation is based on the proximity of the closest automatic aid companies for Company 17. North Mountain (Company 19) is the second due company for Star Tannery. However, from time of dispatch to expected arrival on scene is approximately 15 minutes. Strasburg Company 51 in Shenandoah County would be the next dispatched company to assist Star Tannery, and it would take approximately 17 minutes for them to arrive on scene. These are only estimated times. However, they are based on the automatic aid companies responding immediately at time of dispatch. Typically,

there is a several minutes delay in responding. The physical address of Company 17 was used for the travel time estimates due to its centralized location within the response district.

These response times illustrates the amount of time that Company 17 staff will be operating on an incident before automatic aid companies arrive. For example, at the scene of a house fire, four members could respond with three on the engine and one on the tanker. Further, it would allow one member to operate the pumper, two to fight the fire, and one to provide water supply. Even in this scenario, there would not be enough staffing for a safe interior attack on the fire or search and rescue efforts.

In the case of an ALS call (i.e., cardiac arrest), a minimum of four members is still necessary. Two members would be performing CPR, one would operate the AED and one would be the driver. American Heart Association (AHA) studies have shown that the best chances of surviving an out-of-hospital cardiac arrest are early CPR and defibrillation. Brain death/damage occurs within four to six minutes without early life saving measures.

It is realized the total call volume for Star Tannery is significantly less than other Frederick County Companies, however, we must ask ourselves are the taxpayers living in the community of Star Tannery deserving of the same level of protection as residents living elsewhere in the County? In short, the answer is yes.

/attachments (5)



## COUNTY of FREDERICK

Office of Treasurer

P.O. Box 225

Winchester, Virginia 22604-0225

540/665-5607

FAX 540/662-5838

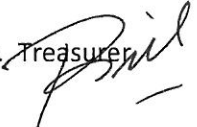
[www.fredtax.com](http://www.fredtax.com)

**C. William Orndoff, Jr., MGT**  
*County Treasurer*

R. Wayne Corbett, MGD  
*Deputy Treasurer Operations*

Angela Fritts Whitacre, MGD  
*Deputy Treasurer*

To: Frederick County Finance Committee

From: C. William Orndoff, Jr., Treasurer 

Date: January 12, 2014

Subject: R 150 SPC LLC-Supplemental Appropriation

I am requesting that the amount of \$ 43,008.93 collected for CDA taxes be appropriated from Fund 28- Community Development Authority. This amount represents amounts collected in prior tax years. This appropriation will be used to fulfill the terms of the Memorandum of Understanding for the Community Development Authority. No local funds are required.

DATE	DEPARTMENT/GENERAL FUND	REASON FOR TRANSFER	FROM	TO	ACCT	CODE	AMOUNT
12/1/2013	FIRE & RESCUE	SALARY ADJUSTMENT 12/13	3505	1001	000	001	3,907.13
	FIRE & RESCUE		3505	1007	000	001	(3,907.13)
12/1/2013	SHERIFF	SALARY ADJUSTMENT 12/13	3102	1001	000	030	7,016.45
	SHERIFF		3102	1001	000	029	(7,016.45)
12/10/2013	SHERANDO PARK	SUN SHADE FOR SHERANDO PARK	7110	8001	000	000	(912.00)
	SHERANDO PARK		7110	8900	000	000	912.00
12/11/2013	FIRE & RESCUE	INCREASE IN STATE CONTRACT	3505	5409	000	000	(175.00)
	FIRE & RESCUE		3505	8005	000	000	175.00
12/13/2013	TREASURER	POSTAL SOFTWARE	1213	3002	000	000	5,000.00
	TREASURER		1213	3005	000	000	(5,000.00)
12/13/2013	REFUSE COLLECTION	TESTING OF VDOT ENTRANCE	4203	3010	000	000	(1,400.00)
	REFUSE COLLECTION		4203	3002	000	000	1,400.00
12/18/2013	FIRE & RESCUE	ADDITIONAL EXPENSES/VEHICLE	3505	5413	000	000	(393.00)
	FIRE & RESCUE		3505	8005	000	000	393.00
12/18/2013	REFUSE COLLECTION	FENCING AT GAINESBORO COLLECTION SITE	4203	3010	000	000	(10,000.00)
	REFUSE COLLECTION		4203	8900	000	000	10,000.00
12/18/2013	PARKS & RECREATION ADMINISTRATION	MICROSOFT LICENSES FOR BASICREC	7101	5401	000	000	(421.73)
	RECREATION CENTERS & PLAYGROUNDS		7104	5401	000	000	421.73
12/30/2013	COUNTY ADMINISTRATOR	TO COVER NACO DUES	1201	5506	000	000	(400.00)
	COUNTY ADMINISTRATOR		1201	5801	000	000	400.00
1/6/2014	INFORMATION TECHNOLOGY	LASERFICHE MAINTENANCE	1220	3005	000	000	(27,000.00)
	INFORMATION TECHNOLOGY		1220	3005	000	002	27,000.00
1/6/2014	AGRICULTURE	MEMBERSHIP DUES	8301	5506	000	000	(137.00)
	AGRICULTURE		8301	5801	000	000	137.00
1/6/2014	INFORMATION TECHNOLOGY	INVOICE FOR VIDEO PRODUCTION	1220	8007	000	000	(75.01)
	INFORMATION TECHNOLOGY		1220	3002	000	000	75.01

County of Frederick  
General Fund  
December 31, 2013

ASSETS	FY14 <u>12/31/13</u>	FY13 <u>12/31/12</u>	Increase (Decrease)
Cash and Cash Equivalents	40,047,236.47	34,953,525.21	5,093,711.26 *A
Petty Cash	1,555.00	1,555.00	0.00
Receivables:			
Taxes, Commonwealth, Reimb. P/P	3,787,358.99	3,957,342.10	(169,983.11)
Streetlights	2,020.79	1,602.28	418.51
Commonwealth, Federal, 45 day Taxes	49,755.30	59,909.69	(10,154.39)
Due from Fred. Co. San. Auth.	734,939.23	734,939.23	0.00
Prepaid Postage	3,399.19	2,221.43	1,177.76
GL controls (est. rev / est. exp)	<u>(9,907,976.88)</u>	<u>(10,511,141.74)</u>	<u>603,164.86</u> (1) Attached
<b>TOTAL ASSETS</b>	<b><u>34,718,288.09</u></b>	<b><u>29,199,953.20</u></b>	<b><u>5,518,334.89</u></b>
<b>LIABILITIES</b>			
Accrued Liabilities	398,079.04	627,362.61	(229,283.57) *B
Performance Bonds Payable	398,971.91	1,549,029.89	(1,150,057.98) *C
Taxes Collected in Advance	123,087.49	75,669.38	47,418.11
Deferred Revenue	<u>3,839,434.08</u>	<u>4,019,123.36</u>	<u>(179,689.28)</u> *D
<b>TOTAL LIABILITIES</b>	<b>4,759,572.52</b>	<b>6,271,185.24</b>	<b>(1,511,612.72)</b>
<b>EQUITY</b>			
Fund Balance			
Reserved:			
Encumbrance General Fund	680,214.87	339,976.24	340,238.63 (2) Attached
Conservation Easement	2,135.00	2,135.00	0.00
Peg Grant	190,138.00	128,354.00	61,784.00
Prepaid Items	949.63	949.63	0.00
Advances	734,939.23	734,939.23	0.00
Employee Benefits	93,120.82	93,120.82	0.00
Courthouse ADA Fees	177,748.15	124,084.63	53,663.52
Historical Markers	17,254.92	17,221.08	33.84
Transportation Reserve	0.00	438,300.00	(438,300.00) *E
Animal Shelter	335,530.02	325,780.61	9,749.41
Proffers	2,841,408.30	2,305,873.65	535,534.65 (3) Attached
Economic Development Incentive	550,000.00	550,000.00	0.00
Star Fort Fees	0.00	0.00	0.00
VDOT Revenue Sharing	436,270.00	436,270.00	0.00
Undesignated Adjusted Fund Balance	<u>23,899,006.63</u>	<u>17,431,763.07</u>	<u>6,467,243.56</u> (4) Attached
<b>TOTAL EQUITY</b>	<b><u>29,958,715.57</u></b>	<b><u>22,928,767.96</u></b>	<b><u>7,029,947.61</u></b>
<b>TOTAL LIAB. &amp; EQUITY</b>	<b><u>34,718,288.09</u></b>	<b><u>29,199,953.20</u></b>	<b><u>5,518,334.89</u></b>

**NOTES:**

\*A The cash increase can be attributed to an increase in fund balance.

\*B The difference can be attributed to the timing of the deposits.

\*C Performance bonds decreased \$1.1 million due to completed projects and pay out of the bonds for the county to complete the project.

\*D Deferred revenue includes taxes receivable, street lights, misc. charges, dog tags, and motor vehicle registration fees.

\*E The FY14 balance of \$377,396 was transferred to the Project Development Fund for various road projects.



**BALANCE SHEET**

(1) GL Controls	FY14	FY13	Inc/(Decrease)
Est.Revenue	129,524,088	123,110,207	6,413,881
Appropriations	(58,462,953)	(57,737,403)	(725,550)
Est.Tr.to Other fds	(81,649,326)	(76,223,922)	(5,425,405)
Encumbrances	680,215	339,976	340,239
	(9,907,977)	(10,511,142)	603,165

**(2) General Fund Purchase Orders**

**Outstanding Purchase Orders @12/31/13**

DEPARTMENT	Amount	Description
Fire & Rescue	3,796.88	Lighting,Lightbars, Siren, Misc.Equip.
	29,165.65	2014 Chevy Tahoe
	12,693.62	Uniforms
	12,510.00	EMS Custom Cabinet
	3,451.06	(2) Base Repeaters
	33,508.56	2014 Ford F-250
	2,517.00	(4) Extension Ladders
HR	3,632.40	Recognition Gifts
Parks	3,635.00	Chemicals for Pools
	13,895.45	Fall T-Shirts
	5,091.90	Staff Uniforms
	5,100.00	Fertilizer & Seed
	25,509.40	(2) Toro Mowers
	9,162.00	Shade Structure
Public Safety	7,500.00	Maintenance & Service for Radio System
Refuse Collection	10,872.28	Earthwork and Underground Electrical for Gainesboro Citizens Site
	5,960.00	Concrete Wall/Slab for Gainesboro Citizens Site
	57,950.00	Trash Compactor/Receiver Can
	12,400.00	Fencing/Gainesboro Citizens Site
Sheriff	49,098.07	Sungard OSSI Software
	23,090.00	F150 XL Supercab Truck
	330,995.60	(13) Police Interceptors
	6,360.00	(3) Genesis Radar Units
	6,545.00	(7) 50" Justice Bar and Strap Kits
	5,775.00	(12) Spring Loaded Shields and Partitions
<b>Total</b>	<b>680,214.87</b>	

(3)Proffer Information	SCHOOLS	PARKS	FIRE & RESCUE	Designated Other Projects	TOTAL
<a href="#">Balance @12/31/13</a>	1,307,008.84	224,730.17	378,377.25	931,292.04	<b>2,841,408.30</b>

**Designated Other Projects Detail**

Administration	153,340.04
Bridges	44,900.00
Historic Preservation	80,000.00 *1
Library	38,217.00
Rt.50 Trans.Imp.	10,000.00
Rt. 50 Rezoning	25,000.00
Rt. 656 & 657 Imp.	25,000.00
RT.277	162,375.00
Sheriff	24,460.00
Solid Waste	12,000.00
Stop Lights	26,000.00
BPG Properties/Rt.11 Corridor	330,000.00
<b>Total</b>	<b>931,292.04</b>

**Other Proffers @12/31/13**

\*1 12/11/13 Board Action designated \$50,000 for the final debt payment on the Huntsberry property.

<b>(4) Fund Balance Adjusted</b>	
Beginning Balance 12/13	29,791,930.48
Revenue 12/13	62,079,641.33
Expenditures 12/13	(27,867,593.70)
Transfers 12/13	(40,104,971.48)
<b>12/13 Adjusted Fund Balance</b>	<b>23,899,006.63</b>

County of Frederick  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
December 31, 2013

<b>REVENUES:</b>	<u>Appropriated</u>	<u>FY14 12/31/13 Actual</u>	<u>FY13 12/31/12 Actual</u>	<u>YTD Actual Variance</u>	
General Property Taxes	87,168,379.00	38,540,001.69	37,811,597.08	728,404.61	(1)
Other local taxes	28,429,460.00	9,405,284.19	9,137,489.23	267,794.96	(2)
Permits & Privilege fees	971,610.00	615,469.70	595,500.51	19,969.19	(3)
Revenue from use of money and property	168,609.20	113,557.02	187,984.96	(74,427.94)	(4)
Charges for Services	2,309,230.00	1,106,462.24	1,078,318.58	28,143.66	
Miscellaneous	521,420.00	178,887.71	206,273.61	(27,385.90)	
Recovered Costs	950,994.71	1,437,637.30	1,344,275.34	93,361.96	(5)
Intergovernmental:					
Commonwealth	8,989,384.65	10,655,365.51	10,128,530.21	526,835.30	(6)
Federal	15,000.00	26,975.97	34,272.96	(7,296.99)	(7)
Transfers	0.00	0.00	0.00	0.00	
<b>TOTAL REVENUES</b>	<b>129,524,087.56</b>	<b>62,079,641.33</b>	<b>60,524,242.48</b>	<b>1,555,398.85</b>	
<b>EXPENDITURES:</b>					
General Administration	9,558,834.11	3,854,506.93	3,377,651.05	476,855.88	
Judicial Administration	2,187,869.06	1,019,715.04	996,685.60	23,029.44	
Public Safety	28,713,490.26	13,903,291.65	12,654,457.80	1,248,833.85	
Public Works	4,470,914.42	2,049,322.05	1,765,862.58	283,459.47	
Health and Welfare	6,985,132.00	2,968,849.98	3,039,414.96	(70,564.98)	
Education	56,493.00	28,246.50	28,246.50	0.00	
Parks, Recreation, Culture	5,335,377.22	2,550,268.35	2,424,457.72	125,810.63	
Community Development	2,823,139.76	1,493,393.20	836,978.69	656,414.51	
<b>TOTAL EXPENDITURES</b>	<b>60,131,249.83</b>	<b>27,867,593.70</b>	<b>25,123,754.90</b>	<b>2,743,838.80</b>	<b>(8)</b>
<b>OTHER FINANCING SOURCES ( USES):</b>					
Operating transfers from / to	79,981,029.48	40,104,971.48	41,537,193.93	(1,432,222.45)	(9)
<b>Excess (deficiency)of revenues &amp; other sources over expenditures &amp; other uses</b>	<b>(10,588,191.75)</b>	<b>(5,892,923.85)</b>	<b>(6,136,706.35)</b>	<b>(243,782.50)</b>	
<b>Fund Balance per General Ledger</b>		<b>29,791,930.48</b>	<b>23,568,469.42</b>	<b>6,223,461.06</b>	
<b>Fund Balance Adjusted to reflect Income Statement 12/31/13</b>		<b>23,899,006.63</b>	<b>17,431,763.07</b>	<b>6,467,243.56</b>	

<b>(1)General Property Taxes</b>	<b>FY14</b>	<b>FY13</b>	<b>Increase/Decrease</b>
Real Estate Taxes	22,027,994	21,719,785	308,209
Public Services	965,025	1,229,673	(264,648)
Personal Property	15,000,160	14,336,724	663,435
Penalties and Interest	399,296	389,673	9,623
Credit Card Chgs./Delinq.Advertising	(7,819)	(8,230)	411
Adm.Fees For Liens&Distress	155,346	143,972	11,374
	38,540,002	37,811,597	728,405

**(2) Other Local Taxes**

Local Sales and Use Tax	3,844,547.67	3,752,259.39	92,288.28
Communications Sales Tax	455,619.50	464,556.32	(8,936.82)
Utility Taxes	1,126,044.20	1,161,098.65	(35,054.45)
Business Licenses	1,021,991.26	970,828.62	51,162.64
Auto Rental Tax	49,033.35	49,559.44	(526.09)
Motor Vehicle Licenses Fees	364,143.81	331,473.70	32,670.11
Bank Stock Taxes	361.00	-	361.00
Recordation Taxes	601,810.55	632,070.30	(30,259.75)
Meals Tax	1,725,900.14	1,567,666.90	158,233.24
Lodging Tax	196,242.13	186,132.78	10,109.35
Street Lights	15,709.30	17,803.96	(2,094.66)
Star Fort Fees	3,881.28	4,039.17	(157.89)
<b>Total</b>	<b>9,405,284.19</b>	<b>9,137,489.23</b>	<b>267,794.96</b>

**(3)Permits&Privileges**

Dog Licenses	22,930.00	19,958.00	2,972.00
Land Use Application Fees	4,675.00	7,225.00	(2,550.00)
Transfer Fees	1,358.77	1,219.50	139.27
Development Review Fees	157,561.20	173,862.24	(16,301.04)
Building Permits	323,925.87	293,129.14	30,796.73
2% State Fees	3,324.97	3,608.36	(283.39)
Electrical Permits	37,270.00	33,435.00	3,835.00
Plumbing Permits	4,185.00	5,190.00	(1,005.00)
Mechanical Permits	23,573.89	24,041.67	(467.78)
Sign Permits	2,010.00	2,301.60	(291.60)
Permits for Commercial Burning	150.00	275.00	(125.00)
Explosive Storage Permits	200.00	500.00	(300.00)
Blasting Permits	225.00	105.00	120.00
Land Disturbance Permits	30,480.00	30,300.00	180.00
Septic Haulers Permit	200.00	-	200.00
Sewage Installation License	300.00	300.00	-
Residential Pump And Haul Fee	50.00	50.00	-
Transfer Development Rights	3,050.00	-	3,050.00
<b>Total</b>	<b>615,469.70</b>	<b>595,500.51</b>	<b>19,969.19</b>

**(4) Revenue from use of**

Money	63,934.29	59,220.61	4,713.68
Property	49,622.73	128,764.35	(79,141.62) *1
	113,557.02	187,984.96	(74,427.94)

\*1 The Sale of Stephens City School(\$99,025 in FY13)

(5) Recovered Costs	FY14	FY13	Increase/Decrease
Recovered Costs Treas.Office	44,582.00	42,577.25	2,004.75
Worker's Comp	600.00	650.00	(50.00)
Purchasing Card Rebate	117,213.04	96,305.09	20,907.95
Recovered Costs-IT/GIS	25,421.90	-	25,421.90
Reimbursement Circuit Court	6,421.99	6,797.38	(375.39)
Clarke County Container Fees	22,875.37	30,128.81	(7,253.44)
City of Winchester Container Fees	19,090.92	6,646.76	12,444.16
Refuse Disposal Fees	34,458.24	33,142.84	1,315.40
Recycling Revenue	52,749.81	58,605.56	(5,855.75)
Sheriff Restitution	9.36	-	9.36
Fire&Rescue Merchandise (Resale)	-	36.10	(36.10)
Container Fees Bowman Library	843.80	685.69	158.11
Restitution Victim Witness	4,699.73	1,884.97	2,814.76
Reimb.of Expenses Gen.District Court	12,115.09	14,585.19	(2,470.10)
Reimb.Public Works Salaries	-	41,682.00	(41,682.00)
Winchester EDC	36,000.00	36,000.00	-
Reimb.Task Force	20,602.28	21,961.25	(1,358.97)
C&P Jail	-	(60.00)	60.00
EDC/Recovered Costs	500.00	480.00	20.00
Sign Deposits Planning	200.00	(250.00)	450.00
Reimbursement Elections	2,640.65	2,125.88	514.77
Westminster Canterbury Lieu of Taxes	-	12,260.55	(12,260.55)
Reimbursement Street Signs	1,394.40	2,147.89	(753.49)
Grounds Maintenance Frederick Co.School	108,986.26	58,334.86	50,651.40
Comcast PEG Grant	31,520.40	30,441.60	1,078.80
Proffer-Other	55,000.00	345,000.00	(290,000.00) *1
Fire School Programs	16,911.00	13,830.00	3,081.00
Proffer Sovereign Village	14,634.92	18,293.65	(3,658.73)
Proffer Lynnehaven	-	16,891.55	(16,891.55)
Proffer Redbud Run	77,448.00	77,448.00	-
Clerks Reimbursement to County	5,868.52	5,517.45	351.07
Proffer Canter Estates	8,175.94	-	8,175.94
Proffer Village at Harvest Ridge	10,773.00	7,695.00	3,078.00
Proffer Snowden Bridge	305,455.07	286,968.88	18,486.19
Proffer Meadows Edge Racey Tract	302,160.00	30,216.00	271,944.00
Sheriff Reimbursement	78,761.61	44,245.14	34,516.47
Proffer Cedar Meadows Proffer	19,524.00	-	19,524.00
Proffer Westbury Commons	-	1,000.00	(1,000.00)
Total	1,437,637.30	1,344,275.34	93,361.96

\*1 \$330,000 FY13 Transportation Proffer from BPG Properties for Rt.11 Corridor

(6) Commonwealth Revenue	12/31/13	12/31/12	
	FY14	FY13	Increase/Decrease
Motor Vehicle Carriers Tax	37,981.90	34,612.37	3,369.53
Mobile Home Titling Tax	13,211.19	39,822.54	(26,611.35)
State PP/Reimbursement	6,526,528.18	6,526,528.18	-
State Non-Categorical Funding	95,034.88	-	95,034.88
Recordation Taxes	163,801.85	154,634.04	9,167.81
Shared Expenses Comm.Atty.	159,271.89	144,770.92	14,500.97
Shared Expenses Sheriff	953,042.07	754,070.18	198,971.89
Shared Expenses Comm.of Rev.	69,124.32	64,709.41	4,414.91
Shared Expenses Treasurer	53,062.11	47,391.44	5,670.67
Shared Expenses Clerk	175,889.08	130,640.95	45,248.13
Public Assistance Grants	1,489,867.06	1,500,519.47	(10,652.41)
Litter Control Grant	15,502.00	17,573.00	(2,071.00)
Emergency Services Fire Program	223,725.00	209,360.00	14,365.00
Recycling Grant	-	5,489.94	(5,489.94)
DMV Grant Funding	11,875.76	18,907.66	(7,031.90)
DCJS & Sheriff State Grants	18,873.36	25,073.79	(6,200.43)
JJC Grant Juvenile Justice	64,180.00	64,180.00	-
Rent/Lease Payments	121,904.41	113,702.63	8,201.78
Spay/Neuter Assistance-State	331.55	272.65	58.90
State Reimbursement EDC	400,000.00	-	400,000.00
VDEM Grant Sheriff	6,598.33	223,500.00	(216,901.67)
Wireless 911 Grant	27,081.77	16,236.04	10,845.73
State Forfeited Asset Funds	9,670.14	6,012.25	3,657.89
Victim Witness Commonwealth Office	-	25,055.75	(25,055.75)
Social Services VOCA Grant	-	3,325.00	(3,325.00)
F/R OEMS Reimb.	2,142.00	2,142.00	-
IT/GIS Grant	16,666.66	-	16,666.66
Total	10,655,365.51	10,128,530.21	526,835.30

\*1 Timing of deposits in FY13

**County of Frederick**  
**General Fund**  
**December 31, 2013**

<b>(7) Federal Revenue</b>	FY14	FY13	Increase/Decrease
Federal Forfeited Assets	8,161.97	182.80	7,979.17
Housing Illegal Aliens	18,814.00	24,595.00	(5,781.00)
Federal Grants Sheriff	-	9,495.16	(9,495.16)
Total	26,975.97	34,272.96	(7,296.99)

**(8) Expenditures**

Expenditures increased \$2,743,838.80 in total. General Administration increased \$476,855.88 and reflects the \$273,899.92 telephone system upgrade to Cisco VOIP solutions. **Public Safety** increased \$1,248,833.85 and included the Sheriff's department cost of the IT Virtualization Project, implementation of the Sungard OSSI software, and equipment for IT upgrades including servers, PC's, printers and licenses totaling \$420,689.75 year to date. The Sheriff's department also purchased a 2014 Ford Explorer for \$25,875 and (3) unmarked police sedans for \$72,933.00. Additionally, Inspections purchased a 2013 Ford F150 for \$20,952 and Fire and Rescue a Lifepak 15 for \$65,995.97, two Chevrolet Tahoes totaling \$58,747 and a 2014 Ford F-250 for \$32,711. Also, County local share for the Jail increased \$133,752 through the 2nd quarter of FY14 over the previous year. **Public Works** increased \$283,459.47 due to the earthwork and concrete wall/slab costs of \$319,813.37 for the Gainesboro citizen's site. The **Community Development** increase of \$656,414.51 reflects the \$650,000 Economic Development Commission incentive for McKesson Medical Surgical and Navy Federal Credit Union (See previous page (6) on Commonwealth revenue for \$400,000 State Reimbursement EDC). Transfers decreased \$1,432,222.45. See chart below:

<b>(9) Transfers Decreased \$1,432,222.45</b>	FY14	FY13	Increase/Decrease
School Operating	30,679,564.15	32,274,604.34	(1,595,040.19) *1
Debt Service School	7,313,075.50	7,313,075.50	-
Shawneeland	0.00	597.36	(597.36)
Debt Service County	1,282,158.30	1,264,655.30	17,503.00
School Capital Projects Fund	800,882.79	-	800,882.79 *2
Jail Fund	0.00	972.98	(972.98)
Operational Transfers	29,290.74	683,288.45	(653,997.71) *3
Total	40,104,971.48	41,537,193.93	(1,432,222.45)

\*1 Decrease includes \$1.1 million Reappropriation in FY13

\*2 Increase represents one time funding for capital purchases from FY2013 year surplus

\*3 Decrease includes one time employer payments and timing of insurance charge outs



County of Frederick  
FUND 11 NORTHWESTERN REGIONAL ADULT DETENTION CENTER  
December 31,2013

ASSETS	FY2014 <u>12/31/13</u>	FY2013 <u>12/31/12</u>	Increase (Decrease)
Cash	4,270,392.19	3,031,605.80	1,238,786.39 *1
Accounts Receivable Other	0.00	0.00	0.00
GL controls(est.rev/est.exp)	<u>(347,111.94)</u>	<u>(884,155.35)</u>	<u>537,043.41</u>
<b>TOTAL ASSETS</b>	<b><u>3,923,280.25</u></b>	<b><u>2,147,450.45</u></b>	<b><u>1,775,829.80</u></b>
LIABILITIES			
Accrued Operating Reserve Costs	<u>2,077,528.07</u>	<u>2,004,040.97</u>	<u>73,487.10</u>
<b>TOTAL LIABILITIES</b>	<b><u>2,077,528.07</u></b>	<b><u>2,004,040.97</u></b>	<b><u>73,487.10</u></b>
EQUITY			
Fund Balance			
Reserved			
Encumbrances	30,627.79	131,022.72	(100,394.93)
Undesignated			
Fund Balance	<u>1,815,124.39</u>	<u>12,386.76</u>	<u>1,802,737.63</u> *2
<b>TOTAL EQUITY</b>	<b><u>1,845,752.18</u></b>	<b><u>143,409.48</u></b>	<b><u>1,702,342.70</u></b>
<b>TOTAL LIABILITY &amp; EQUITY</b>	<b><u>3,923,280.25</u></b>	<b><u>2,147,450.45</u></b>	<b><u>1,775,829.80</u></b>

**NOTES:**

\*1 The increase in cash can be attributed to the increase in fund balance.

\*2 Fund balance increased \$1,802,737.63. The beginning balance for FY14 was \$2,151,080.44 that includes adjusting entries, budget controls for FY2014(\$521,421.00), and the year to date revenue less expenditures of \$185,464.95.

Current Unrecorded Accounts Receivable-	<u>FY2014</u>
Prisoner Billing:	24,461.01
Compensation Board Reimbursement 12/13	<u>444,249.18</u>
<b>Total</b>	<b>468,710.19</b>

County of Frederick  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
12/31/13

**FUND 11 NORTHWESTERN REGIONAL ADULT DETENTION CENTER**

<b>REVENUES:</b>		<b>FY2014 12/31/13</b>	<b>FY2013 12/31/12</b>	<b>YTD Actual Variance</b>
	<u>Appropriated</u>	<u>Actual</u>	<u>Actual</u>	
Interest	-	2,686.91	2,819.98	(133.07)
Sale of Salvage&Surplus	-	76.00	-	76.00
Supervision Fees	45,000.00	19,468.30	19,409.00	59.30
Drug Testing Fees	5,500.00	1,365.00	2,686.46	(1,321.46)
Work Release Fees	384,616.00	162,451.57	171,071.33	(8,619.76)
Federal Bureau Of Prisons	0.00	1,509.32	0.00	1,509.32
Local Contributions	5,888,444.00	3,652,684.25	2,520,599.25	1,132,085.00
Miscellaneous	15,000.00	3,329.45	27,446.94	(24,117.49)
Phone Commissions	120,000.00	41,499.32	37,115.17	4,384.15
Food & Staff Reimbursement	100,000.00	41,580.31	39,791.08	1,789.23
Elec.Monitoring Part.Fees	83,767.00	49,304.14	28,995.05	20,309.09
Employee Meal Supplements	200.00	42.50	0.00	42.50
Share of Jail Cost Commonwealth	997,975.00	0.00	233,609.00	(233,609.00)
Medical & Health Reimb.	57,600.00	28,807.98	24,847.43	3,960.55
Shared Expenses CFW Jail	4,947,976.00	2,146,898.38	1,720,864.72	426,033.66
State Grants	249,551.00	66,869.00	68,111.00	(1,242.00)
Local Offender Probation	242,437.00	62,151.00	62,527.00	(376.00)
DOC Contract Beds	0.00	0.00	6,840.00	(6,840.00)
Bond Proceeds	0.00	221,000.00	0.00	221,000.00
Transfer From General Fund	4,755,887.00	2,233,501.00	2,100,721.98	132,779.02
<b>TOTAL REVENUES</b>	<b>17,893,953.00</b>	<b>8,735,224.43</b>	<b>7,067,455.39</b>	<b>1,667,769.04</b>
<b>EXPENDITURES:</b>	<b>18,271,692.73</b>	<b>8,549,759.48</b>	<b>8,733,326.26</b>	<b>(183,566.78)</b>
<b>Excess(Deficiency)of revenues over expenditures</b>		<b>185,464.95</b>	<b>(1,665,870.87)</b>	<b>1,851,335.82</b>
<b>FUND BALANCE PER GENERAL LEDGER</b>		<b>1,629,659.44</b>	<b>1,678,257.63</b>	<b>(48,598.19)</b>
<b>Fund Balance Adjusted To Reflect Income Statement @12/31/13</b>		<b>1,815,124.39</b>	<b>12,386.76</b>	<b>1,802,737.63</b>

County of Frederick  
Fund 12 Landfill  
December 31, 2013

ASSETS	FY2014 <u>12/31/13</u>	FY2013 <u>12/31/12</u>	Increase (Decrease)
Cash	30,400,272.25	28,782,317.72	1,617,954.53 *1
Receivables:			
Accounts Receivable			
Fees	517,997.23	509,674.68	8,322.55 *2
Accounts Receivable Other	142.00	7,419.82	(7,277.82)
Allow.Uncollectible Fees	(84,000.00)	(84,000.00)	0.00
Fixed Assets	43,287,786.24	42,516,271.35	771,514.89
Accumulated Depreciation	(23,311,767.48)	(21,543,603.09)	(1,768,164.39)
GL controls(est.rev/est.exp)	<u>(2,513,233.00)</u>	<u>(4,518,353.95)</u>	<u>2,005,120.95</u>
 TOTAL ASSETS	 <u>48,297,197.24</u>	 <u>45,669,726.53</u>	 <u>2,627,470.71</u>
 LIABILITIES			
Accounts Payable	-	-	
Accrued VAC.Pay and Comp TimePay	159,728.90	134,423.76	25,305.14
Accrued Remediation Costs	11,791,736.42	11,653,036.50	138,699.92 *3
Retainage Payable	0.00	47,620.17	(47,620.17)
Deferred Revenue Misc.Charges	<u>142.00</u>	<u>7,419.82</u>	<u>(7,277.82)</u>
 TOTAL LIABILITIES	 <u>11,951,607.32</u>	 <u>11,842,500.25</u>	 <u>109,107.07</u>
 EQUITY			
Fund Balance			
Reserved:			
Encumbrances	0.00	83,358.22	(83,358.22) *4
Land Acquisition	1,048,000.00	1,048,000.00	0.00
New Development Costs	3,812,000.00	3,812,000.00	0.00
Environmental Project Costs	1,948,442.00	1,948,442.00	0.00
Equipment	3,050,000.00	3,050,000.00	0.00
Undesignated			
Fund Balance	<u>26,487,147.92</u>	<u>23,885,426.06</u>	<u>2,601,721.86</u> *5
 TOTAL EQUITY	 <u>36,345,589.92</u>	 <u>33,827,226.28</u>	 <u>2,518,363.64</u>
 TOTAL LIABILITY AND EQUITY	 <u>48,297,197.24</u>	 <u>45,669,726.53</u>	 <u>2,627,470.71</u>

**NOTES:**

\*1 The increase in cash can be attributed to the increase in fund balance.

\*2 Landfill receivables increased \$8,322.55. Landfill fees at 12/13 were \$388,366.79 compared to \$355,924.92 at 12/12 for an increase of \$32,441.87. Delinquent fees at 12/13 were \$158,760.11 compared to \$125,882.55 at 12/12 for an increase of \$32,877.56.

\*3 Remediation increased \$138,699.92, and includes \$111,998.00 for post closure costs and \$26,701.92 interest.

\*4 There were no encumbrances at 12/31/13.

\*5 Total fund balance increased \$2,601,721.86. The beginning fund balance was \$28,478,302.42 that includes adjusting entries, budget controls for FY14(\$1,320,360.00), (\$1,178,000.00) carry forwards of unused FY13 funds for projects, (\$974,334.47), for FY13 audit adjustments that include depreciation, equipment and capital projects, and the year to date revenue less expenses \$1,481,539.97.

County of Frederick  
Comparative Statement of Revenue,Expenditures  
and Changes in Fund Balance  
December 31, 2013

<b>FUND 12 LANDFILL REVENUES</b>		FY14 12/31/13 <u>Actual</u>	FY13 12/31/12 <u>Actual</u>	YTD Actual <u>Variance</u>
	<u>Appropriated</u>			
Interest Charge	0.00	1,680.34	3,201.39	(1,521.05)
Interest on Bank Deposits	40,000.00	22,720.76	20,069.78	2,650.98
Salvage and Surplus	0.00	64,919.40	73,059.50	(8,140.10)
Sanitary Landfill Fees	4,632,600.00	2,222,021.95	2,190,717.88	31,304.07
Charges to County	0.00	167,526.48	169,894.35	(2,367.87)
Charges to Winchester	0.00	45,679.16	48,738.80	(3,059.64)
Tire Recycling	70,000.00	77,821.57	49,499.64	28,321.93
Reg.Recycling Electronics	40,000.00	19,624.60	24,653.00	(5,028.40)
Miscellaneous	0.00	3,490.70	4,301.00	(810.30)
Wheel Recycling	120,000.00	0.00	0.00	0.00
Charges for RTOP	0.00	3,383.89	0.00	3,383.89
Renewable Energy Credits	0.00	64,048.46	0.00	64,048.46
Landfill Gas To Electricity	403,660.00	168,285.52	237,953.97	(69,668.45)
Waste Oil Recycling		12,758.80	10,626.49	2,132.31
State Reimbursement Tire Operation	0.00	0.00	6,120.00	(6,120.00)
<b>TOTAL REVENUES</b>	5,306,260.00	2,873,961.63	2,838,835.80	35,125.83
Operating Expenditures	4,928,993.00	1,392,421.66	1,516,556.29	(124,134.63)
Capital Expenditures	2,890,500.00	0.00	787,212.00	(787,212.00)
<b>TOTAL Expenditures</b>	7,819,493.00	1,392,421.66	2,303,768.29	(911,346.63)
<b>Excess(deficiency)of revenue over expenditures</b>		1,481,539.97	535,067.51	946,472.46
<b>Fund Balance Per General Ledger</b>		<u>25,005,607.95</u>	<u>23,350,358.55</u>	<u>1,655,249.40</u>
<b>FUND BALANCE ADJUSTED</b>		26,487,147.92	23,885,426.06	2,601,721.86

**County of Frederick, VA**  
**Report on Unreserved Fund Balance**  
**December 31, 2013**

**Unreserved Fund Balance, Beginning of Year, July 1, 2013** **33,888,096**

**Prior Year Funding & Carryforward Amounts**

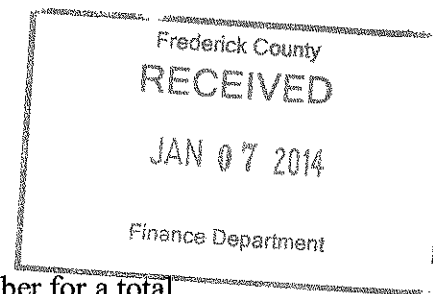
C/F Dare	(71)	
C/F Fire Company Capital	(217,280)	
Return unspent Parks proffer	(13,681)	
C/F Forfeited Assests	(62,561)	
Return unspent SCFR proffer	(29,004)	
C/F DSS phone system	(50,000)	
C/F VDEM grant	(7,008)	
C/F designated School Operating funds	(97,012)	
		(476,618)

**Other Funding / Adjustments**

Kraft incentive	(325,000)	
Tax refunds	(13,472)	
Sheriff gap pay	(135,062)	
Round Hill station design	(403,648)	
Airport capital	(499,004)	
New 911 phone system	(50,000)	
Gainesboro Convenience Center	(99,061)	
Parks & Rec maintenance building donation	(25,000)	
Fire & Rescue reimbursement Gear Clean	(4,429)	
ICAC grant	78,614	
Eliminate Kelly Day	(354,506)	
Capital purchases from FY13 surplus	(1,526,666)	
BMW refund (COR)	(4,484)	
GE Capital refund (COR)	(3,294)	
Navy Federal incentive	(250,000)	
American Telephone & Telegraph refund (COR)	(4,536)	
		(3,619,548)

**Fund Balance, October 31, 2013** **29,791,930**

OFFICE OF VOTER REGISTRATION  
SUMMARY OF DECEMBER 2013 WORK



Our office processed (75) newly registered voters for the month of December for a total of (51,771). We also had (79) Transfers in, (56) Transfer out, (50) Deceased, (7) Felony, (17) Moved out of State and (3) Dropped their Voter Registration.

For December our office handled in person inquiries for information – 11, registrations – 10, voters needing new voter cards – 4, candidates and issues – 7, restoring voting rights - 2 and 12 others.

Telephone inquires consisted of 8 for information, 7 for registration, 3 voters needing a new voter card, 4 about candidates and issues and 15 others. Email inquiries were all concerning the Attorney General Recount - 83.

From the Frederick County Web site we had 90 people make inquiries and viewed 108 pages on the site. The majority of the views were our Home Page (37), Polling Places (18), Future Elections (9), Elections (7), Candidates (10), Elected Officials (16), Officers of Election (4) and Email the Registrar (4).

The State Board of Elections certified the November 5, 2013 Elections on November 25, 2013. A Recount petition for the statewide Attorney General's office was filed by the losing candidate with the current margin of victory being 165 votes out of approximately 2,212,000 votes cast or 0.007 of 1 %.

The Recount Court decided the Attorney General Recount would be conducted on Tuesday, December 17, 2013 starting at 7:00 am for Frederick County and the other 132 localities in the Commonwealth. The Recount was finished at 1:30 pm with the results being each candidate, Mark R. Herring (D) and Mark D. Obenshain (R) received one more vote than certified by the Frederick County Electoral Board to the State Board of Elections on November 7, 2013. These extra two votes came from the Recount Procedural Order stating that all under voted ballots or over voted ballots in the Attorney General contest that were run through optical scan voting machines had to be rejected by the machine and hand counted. The new totals for Frederick County were Herring 6,860 votes and Obenshain 13,526 votes. Frederick County did not have any challenged ballots to send to the Recount Court in Richmond. Late on Wednesday, December 18, 2013 with approximately 75 % of all Localities reporting their results in with Herring ahead by over 800 votes and only 120 challenged ballots for the Court to determine, Senator Obenshain conceded the office to Senator Herring.

The entire cost of the Recount for Frederick County was \$ 2,038.97, which included recount officials, recount media programming, recount logic and accuracy tests and recount on site support on December 17, 2013. There is enough money in the 2013-2014 Electoral Board/Voter Registration budgets to cover these expenses. No additional funds from Frederick County are needed.

All Candidates/Officials filed their required campaign finance reports on time by December 15, 2013.



The Registrar had a meeting with NW Works to discuss the possibility of this firm doing a replacement job on all of the 500 bungee cords in the legs in our 125 voting machine cases. NW Works submitted a proposal for \$ 2,000.00 (\$ 4.00 a leg) to remove the legs from the cases, transport the legs to their facility, do the repair work, bring the legs back and put them in each case in a one week period. This proposal includes all costs of materials and labor. The cost of purchasing assembled legs from the manufacturer of our voting machines - E S & S is \$ 7.50 per leg for a total replacement cost of \$ 3,750.00. Using NW Works will save Frederick County \$ 1,750.00. The Electoral Board has approved this proposal and the work should be done in early 2014.

The Registrar had his first meeting with the service learning students from Millbrook High School. Their project is to create a new voter registration video for the Registrar to show during the teaching and registration of the eligible students who will be 18 by the next November General election. The video will feature some American history and the importance of registering, voting, the ID requirements on Election Day and absentee voting.

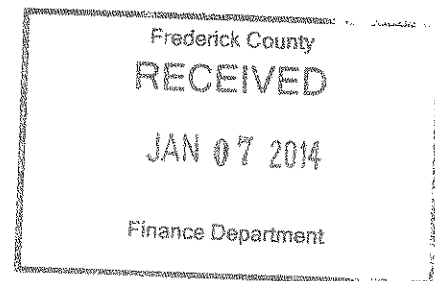
The Registrar has contacted all three county high schools and set dates to go to each high school to teach the government classes in January 2014.

Budgets for the 2014-2015 year for both the Electoral Board and Voter Register were completed, approved by the Electoral Board and sent to County Administration before the deadline.

Respectfully submitted,

Rick Miller, Voter Registrar

OFFICE OF VOTER REGISTRATION  
SUMMARY OF 2013 WORK



For the 2013 year our office processed 1,994 New registrations, 1,431 Transfers in, 973 Transfers out, 413 Deceased, 77 Felonies, 773 Transfers out of State and 9 Dropped their Voter Registrations. Frederick County had a net voter loss of minus – 248 for 2013. Our 2013 yearend total number of voters is 51,771. This net loss was mainly due to the State Board of Elections started a new program with 21 other states to crosscheck duplicate voter registrations in Virginia and the other participating states. All localities with duplicate registrations are being sent the duplicate registrations to process. Frederick County received 432 duplicates and each individual registration is being researched. If the voter is found to be registered in another state after their registration date in Virginia, they are being cancelled. All 432 voters were researched and either taken off or left on our voting rolls depending upon their registration dates in the other states and Virginia.

This office and the Electoral Board conducted the June 11, 2013 Dual Democratic and Republican Primaries. The voter turnout for the Democratic Primary was 547 out of 51,474 for a 1.11 % turnout. The voter turnout for the Republican Primary was 2,676 out of 51,474 for a 5.20 % turnout. Total voter turnout was 3,246 out of 51,474 for a 6.31 % turnout.

This office and the Electoral Board conducted the November 5, 2013 Virginia General and Special Elections; which had elections for Governor, Lieutenant Governor, Attorney General, House of Delegates Districts 10<sup>th</sup>, 29<sup>th</sup>, 33<sup>rd</sup>, three Board of Supervisors seats for the Stonewall, Red Bud and Shawnee Districts and three School Board seats for the Stonewall, Red Bud and Shawnee Districts. Special Elections were held for the office of Commonwealth Attorney and for two Board of Supervisors seats for the Gainesboro and Opequon Districts. The voter turnout was 20,690 out of 51,635 for a 40.07 % turnout.

Special Elections for three seats on the Town of Middletown Town Council were also conducted on November 5, 2013 with a voter turnout of 294 out of 786 for a 37.40 % turnout.

Our website had 5,946 hits for the year, with the most popular sites being 1,730 our home page, 891 candidates, 723 magisterial districts, 672 polling places, 385 elected officials, 175 elections, 220 future elections, 160 election day, 110 officers of election, 130 election calendar, 44 voting machine instructions, 290 absentee voting, 35 voter ID, 56 candidate filings and 37 voter registration application sites.

Respectfully submitted,

Rick Miller, Voter Registrar