



Finance Department
Cheryl B. Shiffler
Director

540/665-5610

Fax: 540/667-0370

E-mail: cshiffle@co.frederick.va.us

TO: Board of Supervisors
FROM: Finance Committee
DATE: October 26, 2010
SUBJECT: Finance Committee Report and Recommendations

The Finance Committee met in the First Floor Conference Room at 107 North Kent Street on Wednesday, October 20, 2010 at 8:00 a.m. Member Richard Shickle was absent.

1. The Assistant County Administrator provides a report on the use of Star Fort fees by the Shenandoah Valley Battlefields Foundation (SVBF). See attached information, p. 1 – 16. The committee accepts the report as favorable.
2. The Sheriff requests a General Fund supplemental appropriation in the amount of \$19,697. This amount represents grant funds for the purchase of mobile radios. No local funds needed. See attached information, p. 17 – 24. The committee recommends approval.
3. The Sheriff requests a General Fund supplemental appropriation in the amount of \$29,942. This amount represents grant funds for the Drive Sober, Slow Down & Buckle Up project. No local funds needed. See attached information, p. 25 – 42. The committee recommends approval.

Finance Committee Report and Recommendations

October 20, 2010

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4. The Sheriff requests a General Fund supplemental appropriation in the amount of \$4,081.31. This amount represents federal forfeited asset funds received. No local funds required. See attached memo, p. 43. The committee recommends approval.
5. The Sheriff requests a General Fund supplemental appropriation in the amount of \$3,326.83. This amount represents reimbursement of overtime from the FBI. No local funds required. See attached memo, p. 44 – 49. The committee recommends approval.
6. The Sheriff requests a General Fund supplemental appropriation in the amount of \$596,975.25. This amount represents unspent grant funds carry forward. No local funds needed. See attached, p. 50 – 51. The committee recommends approval.
7. The Assistant Public Works Director requests a General Fund supplemental appropriation in the amount of \$172,948.21. This amount represents a carry forward of unspent funds for the NW Works building project. No local funds required. See attached, p. 52. The committee recommends approval.
8. The Commissioner of the Revenue gave a brief update on the status of the reassessment.

Information Only

1. The Finance Director provides a Fund 10 Transfer report for FY11. See attached, p. 53 – 54.

Finance Committee Report and Recommendations

October 20, 2010

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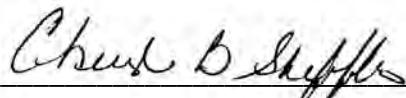
2. The Finance Director provides the Unreserved Fund Balance report. See attached, p. 55.
3. The Sheriff provides information on the Clean Cities Grant. See attached, p. 56 – 68.

Respectfully submitted,

FINANCE COMMITTEE

Bill Ewing
Charles DeHaven
Ron Hottle
Richie Wilkins
Stephen Swiger

By



Cheryl B. Shiffler, Finance Director



COUNTY of FREDERICK

MEMORANDUM

Kris C. Tierney
Assistant County Administrator

540/665-5666
Fax 540/667-0370

E-mail:
ktierney@co.frederick.va.us

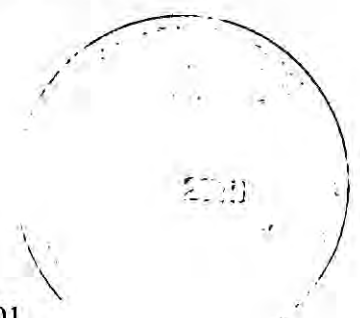
TO: Finance Committee
FROM: Kris C. Tierney, Assistant County Administrator *KCT*
RE: Report From Shenandoah Valley Battlefields Foundation on use of Funds
DATE: October 13, 2010

The attached report by the Shenandoah Valley Battlefields Foundation (SVBF) has been provided in accordance with the agreement between Frederick County and the SVBF. The report provides an update on the use of funds, derived from assessments of the Star Fort Subdivision property owners, and in turn provided to the SVBF by the County.

When development plans for the Star Fort subdivision were approved by Frederick County, provisions were made for a Property Owner's Association to collect an annual assessment from each lot which would go toward the preservation of the Star Fort historical site. While the POA was established in accordance with these conditions, it eventually disbanded and no assessments had been collected for a number of years. In October of 2009 the Circuit Court authorized Frederick County to resume collection of the annual assessment. In addition to the collection of future assessments, as part of the Court Order, Frederick County was also authorized to collect assessments back to the date which the current owners acquired their lot but, in no case further back than calendar year 2006.

The SVBF holds title to the land on which Star Fort is located. An agreement between the County and the (SVBF) entered into in July of 2009 sets out guidelines under which the Foundation is eligible to receive funding, derived from Star Fort home owner assessments, for the maintenance of the Fort. The agreement calls for the SVBF to submit a budget request by January first of each year outlining how they intend to utilize the funds for preservation and/or maintenance efforts at the Star Fort site. Then in September of each year a report is to be provided to the Board with an accounting of how the previous year's funds were utilized. (A copy of the agreement is provided for the Committee's information.)

The Committee may wish to make a recommendation to the Board on acceptance of the report.



To: Frederick County Board of Supervisors
From: John D. Hutchinson V, AICP, Director of Preservation Planning
Shenandoah Valley Battlefields Foundation
Date: 2 September 2010
Subject: Star Fort – 2010 Report

The Shenandoah Valley Battlefields Foundation (SVBF) is pleased to submit this report on the stabilization and restoration measures it has undertaken at Star Fort using the collected assessment funds distributed by the County to the Foundation. These funds, in the amount of \$24,000, were derived from the mandatory assessments on the lots in the Star Fort Subdivision for the preservation, operation, and maintenance of the Star Fort collected for the prior fiscal year.

The Battlefields Foundation's work at Star Fort is guided by Frederick County's *Conceptual Plan for Star Fort Management and Interpretation (2000)*, which provides guidelines for the stabilization and restoration of the site's earthworks, the development and installation of a trail system and interpretive signage, and construction of a small parking area to open the site for visitors.

Some of those steps have already been taken:

- In 2007, a boundary fence was installed to secure the property, funded in part by the county.
- In 2008, the Foundation unveiled a new Virginia Civil War Trails sign on the property to introduce the fort to neighbors and visitors.
- In 2009, a local Eagle Scout coordinated a cleanup project at the site.

Using the first year of funding, the Battlefields Foundation followed the Star Fort plan's Phase One-Emergency Site Protection and Resource Stabilization guidelines.

In early 2010 SVBF staff and an interdisciplinary team of professionals conducted a site visit to begin the assessment and analysis of the existing vegetation and cultural conditions to determine the best management approach. The team included archaeologist Dr. Clarence Geier of James Madison University, Mike Liskey of the Natural Resources Conservation Service, Bob Krick (Historian) and David Ruth (Superintendent) of the Richmond National Battlefield Park, and Jim Lawrence. The team concluded that an archeological and cultural resources study inventory of the site was not needed at this time.

As a result, Frederick County funds were used almost exclusively to clear Star Fort of its remaining invasive plants so that it can be seeded with native grasses that will protect the military and cultural resources on site, as shown in the attached budget.

In May and June, SVBF contracted with local logger Michael L. McDonald for the selective removal of invasive and hazard trees at a cost of \$20,000. Over the course of 22 work days, a four to five man crew carefully cleared the earthworks, perimeter path, and some additional land but not the entire site. Trees that were removed predominantly include ailanthus, multiflora rose, and paulownia, which were treated with herbicide through stump application after being removed by a bush hog, chipper, and chainsaws.



Shenandoah Valley Battlefields Foundation

Post Office Box 997 New Market, Virginia 22264 202-447-4040 / 562-659-4243 Fax 202-740-4297

Selected dead and hazard trees were also removed. Limbs less than four inches were turned into mulch for future use on site.

In July, a three-man inmate labor crew was employed to utilize this mulch to cover approximately 80 percent of the perimeter trail providing a solid base that will not erode.

SVBF has currently engaged ProLawn Service Corporation to implement a foliar herbicide application to kill the re-emergent ailanthus and other undesirables that have come up in the understory since June. The fee for the current work is \$1,688. The application will also prevent root sprouting from the existing invasive root systems in 2011. Foliar applications are necessary for effective control of the re-emergent ailanthus. SVBF will also conduct additional basal spraying on the trunks of the larger trees from the ground line upwards to a height of approximately three feet.

Additional costs to date include travel costs for staff to reach the site and conduct research (\$1,645.55), herbicide purchases (\$171.65), and miscellaneous incidental costs to support the ongoing restoration (\$171.65).

The total cost of the project was \$23,671.64, leaving a balance of \$328.36 from the funds appropriated by the County.

We greatly appreciate the cooperation from *Frederick County and the residents of the Star Fort Subdivision* in our preservation and interpretation effort at Star Fort as we strive to make the site available to the community and visitors in the coming years.

In 2011 we hope to undertake the following tasks, in preparation for opening the property to the general public during the Sesquicentennial of the Civil War in 2012.

- prescribed burning feasibility study
- trail development
- brush mowing/stump grinding to control woody stem emergent plants
- grass cover seed selection, site preparation, and hydro-seeding
- targeted tree thinning (trees will need to be continually removed and chipped on the property each year to fully eradicate invasive species from site)

Star Fort Expenses January to September 2010

CATEGORY	Applicant	Total
EARTHWORK/LANDSCAPING SERVICES		
<i>Forest Thinning Operation</i>		
<i>Consulting Labor</i>	<i>Michael L. McDonald, Logger (4-5 man crew)</i>	\$20,000.00
<i>Follar Herbicide Application</i>		
<i>Consulting Labor</i>	<i>ProLawn Service Corporation</i>	\$1,687.50
LANDSCAPING SUPPLIES & MATERIALS		
<i>Miscellaneous materials</i>		
		\$166.94
<i>Herbicide Chemicals</i>		
		\$171.65
Personnel Services (SVBF Staff Travel)		
<i>Travel to Petersburg/Richmond National Battlefield</i>		
		\$202.10
<i>Travel to Star Fort</i>		
		\$1,443.45
TOTAL ACTUAL COSTS*		
		\$23,671.64

Before: Trail Along Fortress Drive



After: Trail Along Fortress Drive Thinned and Mulched



Before: ATV Scar on South Wall



After ATV Scar Repaired by Mulched



Before: Main gate during thinning



After: Main gate after thinning and chipping



R. Mitchell

090008035

RTM/ks/rmsp
07/15/09

0021

VIRGINIA:

IN THE CIRCUIT COURT OF FREDERICK COUNTY

COUNTY OF FREDERICK,
VIRGINIA,

Plaintiff,

v.

CIVIL ACTION NO. CL-08-434

ROBERT M. RHODES, NICK NERANGIS,
AND MARK BURKE, AS TRUSTEES IN
LIQUIDATION OF STAR FORT PROPERTY
OWNERS ASSOCIATION, INC., et al

Defendants.

FINAL ORDER

On the 20 day of July, 2009, came the Plaintiff,
County of Frederick, Virginia ("County"), by counsel, upon the Complaint
filed herein, upon testimony presented to the Court, and upon argument of
counsel.

Upon consideration whereof, the Court finds that the allegations of the
Complaint have been established, and the Court specifically finds as follows:

1. The Star Fort is an important historic resource, as detailed in
the Complaint and in Exhibit B to the Complaint.

2. The tract of land which was owned by the developers of Star Fort Subdivision included the land on which the Star Fort is located, and the Star Fort now adjoins the Star Fort Subdivision.

3. It was a condition of the approval by the County of the Master Development Plan (MDP) submitted by the developers for Star Fort Subdivision that all developed lots in the subdivision be subject to a mandatory assessment to assist in funding the operation and maintenance of the Star Fort.

4. Each lot owner in Star Fort Subdivision has been given legal notice of the mandatory assessment provisions, before each property owner's purchase of a lot, by virtue of the mandatory assessment provision being set forth in the recorded deed of dedication for each section in Star Fort Subdivision.

5. The corporate existence of Star Fort Property Owners' Association, Inc., formed to collect the assessments for the operation and maintenance of Star Fort, has been terminated; the Association is not performing, and is unable to perform, its obligation to collect the assessments; and there being no common areas or private roads in Star Fort Subdivision, the only purpose for the Association was to collect the assessments for the operation and maintenance of the Star Fort.

3. The proceeds from annual assessments shall be used solely for the preservation, maintenance, and operation of Star Fort, and the improvement of the property on which the Star Fort is located, as a park and educational site open to the public. The disbursement of funds from collected assessments by the County to the Shenandoah Valley Battlefields Foundation, or other owner or operating entity of the Star Fort, shall be approved by the County Board of Supervisors and shall be consistent with the procedures set forth in Section 4 of Article V of each of the recorded deeds of dedication for Star Fort Subdivision.

4. The County shall have the authority to assess and collect an annual assessment on each lot from the later of (i) the date each lot was conveyed to its current owner or (ii) January 1, 2006, with the annual assessment through calendar year 2014 being limited to \$60.00 per lot.

5. The annual assessment shall be uniform for all lots.

6. Any increase in the annual assessment for calendar years beginning with calendar year 2015 shall be established by the County Board of Supervisors only after a public hearing with public notice advertised pursuant to Virginia Code §15.2-2204(A), with the limitation that any increase in the annual assessment shall not exceed ten percent (10%) of the

assessment for the prior calendar year, and that no event shall the annual assessment exceed \$250.00.

7. The County shall provide written notice of the annual assessment to each lot owner, which written notice may be by a bill for the assessment. The County may provide for semi-annual payment of the annual assessment, may include the bill for the assessment with the County's real estate tax bills to property owners, and shall establish the due date for payment of the assessment bill, which shall not be less than thirty (30) days from the date of billing for the assessment.

8. The County shall have the right to exercise the remedies for nonpayment of assessments set forth in Section 8 of Article V of each of the recorded deeds of dedication for Star Fort Subdivision.

9. The County shall, upon demand at any time, furnish a written certificate setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the County for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. Article V of each recorded deed of dedication for Star Fort Subdivision shall be subject to the provisions of this Final Order.


0025

Further, it is ORDERED that the Defendants Robert M. Rhodes, Nick Nerangis, and Mark Burke, as trustees in liquidation of Starfort Property Owners Association, Inc., shall pay over to the County the balance in the Association account at United Bank, and the balances in any other accounts into which collected assessments have been placed.

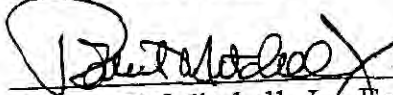
The Clerk shall record this Final Order in the land records, and shall index the same in the names of the owners in Star Fort subdivision, the owners being listed on Schedule A attached to this Final Order.

Pursuant to Rule 1:13, Rules of Court, endorsement by the defendants appearing herein, other than Anna L. K. Hammond, all of whom appear pro se, is hereby waived, and the Clerk shall mail copies of this Final Order to the said pro se defendants, listed below as "other pro se defendants", and said pro se defendants shall have 10 days from the mailing of this Final Order by the Clerk to file objections hereto.

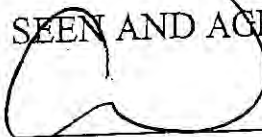
THIS ORDER IS FINAL.


John R. Prosser, ■, Judge

I ASK FOR THIS:


Robert T. Mitchell, Jr., Esquire
Counsel for Plaintiff, County of
Frederick


SEEN AND AGREED:


Anna L.K. Hammond, *pro se*

OTHER PRO SE DEFENDANTS:

Gene S. Miller, *pro se*
Dolores A. Miller, *pro se*
176 Lauck Drive
Winchester, VA 22603

SEEN AND OBJECTED:


Greg Sneathen, *pro se*
Sheryl Sneathen, *pro se*
290 Fortress Drive
Winchester, VA 22603

Barry D. Bailey, *pro se*
216 Lauck Drive
Winchester, VA 22603

Deputy Clerk
Frederick County, Virginia
Esthera T. Wozniak, Esq.


Deputy Clerk

0027

AGREEMENT

This Agreement, dated the 30th of October, 2009, by and between the Shenandoah Valley Battlefields Foundation, a Virginia non-stock corporation ("Foundation"), and the County of Frederick, Virginia ("County"), provides as follows:

Recitals

A. The Foundation is the owner of property containing 8.605 acres, more or less, on which is located Star Fort, a site of historic significance.

B. Star Fort Subdivision ("Subdivision") is located adjoining the Star Fort property of the Foundation.

C. The approved Master Development Plan for the Subdivision contains specific provisions requiring mandatory assessments on the lots in the Subdivision for the preservation, operation, and maintenance of the Star Fort ("MDP Conditions").

D. The recorded Deed of Dedication of each section of the Subdivision contains the same provisions as the MDP Conditions with respect to the mandatory assessments on lots in the Subdivision for the preservation, operation, and maintenance of Star Fort.

E. A property owners' association for the Subdivision was formed as a Virginia non-stock corporation, but that corporation has been terminated and is not pursuing collection of the assessments pursuant to the MDP Conditions or the recorded deeds of dedication.

F. Pursuant to an action instituted by the County in Frederick County Circuit Court, the Court has entered a Final Order declaring that it is in the public interest for the County to collect the assessments on the lots in the Subdivision, and authorizing the County to collect the assessments.

G. The Foundation and County desire to enter into this Agreement to provide for the process for assessments collected to be distributed to the Foundation, for use by the Foundation toward the costs of preserving, operating, and maintaining the Star Fort as an historic site open to the public.

Agreement

The Foundation and the County hereby agree as follows:

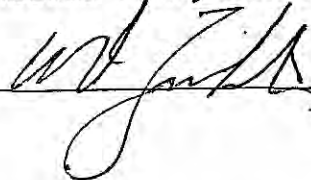
1. By January 1 of each year, the Foundation will submit to the County a proposed itemized budget for the coming County fiscal year (July 1- June 30) for the expenditure of collected assessments for the benefit of the Star Fort.

2. Upon approval of a budget and appropriation by the County Board of Supervisors, the County will distribute funds to the Foundation from collected assessments pursuant to the approved budget.

3. The County will annually submit a bill to the Foundation for the administrative costs associated with the collection of the assessments for the prior fiscal year, which bill will not exceed ten percent (10%) of the assessments collected in the normal course in the prior fiscal year. In addition, the County shall be entitled to collect reasonable costs incurred for assessments collected through delinquency enforcement actions. The Foundation will pay such costs from its general funds.

4. By September 1 of each year, the Foundation will submit to the County a report of the collected assessment funds distributed by the County to the Foundation from the collected assessments for the prior fiscal year.

Shenandoah Valley Battlefields Foundation

By:  _____

County of Frederick, Virginia

By:  _____

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Finance Department
FROM : Sheriff R. T. Williamson *RTW*
SUBJECT : Item for Finance Committee Meeting Agenda
DATE : September 29, 2010

Attached please find a copy of a grant that Frederick County Sheriff's Office has been awarded. The grant, 2010-DJ-BX-1644, is in the amount of \$19,697.00 and is to be used for the purchase of mobile radios for department vehicles.

We are requesting this amount, \$19,697.00, be appropriated into a dedicated budget line for the purchase of radios.

Thank you.

RTW/asw





Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Frederick County 107 North Kent Street Winchester, VA 22601		4. AWARD NUMBER: 2010-DJ-BX-1644	
		5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2013	
		6. AWARD DATE 08/24/2010	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 546001290	8. SUPPLEMENT NUMBER 00		Initial
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE FY 2010 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD	\$ 19,697
		11. TOTAL AWARD	\$ 19,697
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Riley County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 7-2-10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 19697		21. JDJUGT1946	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DJ-BX-1644

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. 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 OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2010-DJ-BX-1644

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
12. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DJ-BX-1644

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 5

PROJECT NUMBER 2010-DJ-BX-1644

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
20. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
22. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Budget and Budget Narrative
(Attachment 2)

A. Personnel

No Personnel funds are being requested.

B. Fringe Benefits

No Fringe Benefits funds are being requested.

C. Travel

No travel funds are being requested.

D. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
1. Mobile Radios for vehicles	8 @ \$2480 each	<u>\$19840</u>
	Total	\$19840

E. Supplies

No supply funds are being requested.

F. Construction

No construction funds are being requested.

G. Consultants/Contracts

No consultant or contract funds are being requested.

H. Other Costs

No other cost funds are being requested.

I. Indirect Costs.

There are no indirect costs associated with this proposal, therefore no funds are being requested.

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$19840
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	<u>\$19840</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$19840</u>
Federal Request	\$19697
Non-Federal Amount	\$143

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Cheryl Shiffler, Director of Finance
FROM : Sheriff Robert T. Williamson *RTW*
SUBJECT : Items for Finance Committee Meeting agenda
DATE : September 9, 2010



I would like to submit the following items for the Finance Committee Meeting agenda:

- 1) 2010-11 DMV 402 Grant – the Frederick County Sheriff's Office has been approved for pass-through grant funding from the National Highway Traffic Safety Administration in the amount of \$29,942.00. (Copy of grant and letter of approval attached)
- 2) Request the Federal money received from ATF in the amount of \$4,081.31 that has been posted to 10ED 3301-020, be appropriated into our Federal forfeiture budget line of 3102-5413-008. (Copy of ATF wire attached)

If you have any questions concerning these items, please contact me.

Thank you.

RTW/asw

Attachments



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles
2300 West Broad Street

Post Office Box 27412
Richmond, VA 23269-0001

Richard D. Holcomb
Commissioner

August 2, 2010

COPY

Mr. Mike Richardson
Lieutenant
Frederick County
1080 Coverstone Dr.
Winchester, VA 22602

Dear Sir or Madam:

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

I am pleased to inform you that the highway safety project proposal(s) listed below has been approved for pass-through grant funding from the National Highway Traffic Safety Administration for Federal Fiscal Year (FFY) 2011.

<u>Program Project ID# - CFDA#</u>	<u>Project Title</u>	<u>Amount Approved</u>
154AL-2011-51226-4168-20.607	Drive Sober, Slow Down, & Buckle-Up	\$29,942.00

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

You will receive the project agreement(s), the scope of work, and special conditions during the training session. As the recipient of a FFY 2011 grant award, it is important that you read and follow the information carefully. If you have any questions regarding the conditions, please contact the program manager assigned to your grant.

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

Sincerely,

Richard D. Holcomb

RDH/sb

Program Manager Doug Stader

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

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

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

Subgrantee: Frederick County

Project Title: Drive Sober, Slow Down, & Buckle-Up

Project Number/CFDA Number: 154AL-2011-51226-4168 - 20.607

Grant Award Amount: \$29,942.00

Source of funds obligated to this award: U.S. Department of Transportation National Highway Traffic Safety Administration

Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2010, or the date the Department receives this signed/dated Highway Safety Grant Agreement (whichever is later) through September 30, 2011. FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2011.

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

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

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

SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

For Subgrantee:

LT. MIKE RICHARDSON
 Name and Title of Project Director (print)

For Virginia Department of Motor Vehicles:

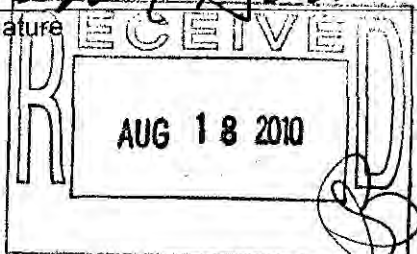
John Saunders
 Director, Virginia Highway Safety Office (print)

LT. Mike Richardson
 Signature Date 8/6/2010

John Saunders
 Signature Date 8-30-10

John R. Riley, Jr. County Administrator
 Name and Title of Authorized Approving Official (print)

John R. Riley, Jr.
 Signature Date 8/6/10





Department of Motor Vehicles

Grant Budget Lines

Date Run: 30-JUL-10

Grant ID: 4168 - Frederick County

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	580 hours overtime for selective enforcement to include Impaired driving, speeding, click-it or ticket and occupant safety. Rate would average to \$35.00 per hour	580	35.00	20,300.00	20,300.00	0.00
Other Direct Costs	Match -Fuel, vehicle maintenance, oil changes, trainings	1	5,988.40	5,988.40	0.00	5,988.40
Equipment	6 stalker Dual SL radar units @ \$1,607.00 each.	6	1,607.00	9,642.00	9,642.00	0.00
Total:			35,930.40	29,942.00	5,988.40	

MAR

MAR
05/10/2010

Article 24. INTERPRETATION AND ENFORCEABILITY

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

Article 25. ADDITIONAL PROVISIONS

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

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

To Subgrantee: FREDERICK COUNTY
ATTN: LT. MIKE RICHARDSON
1080 COVERSTONE DR.
WINCHESTER, VA. 22602

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

MAK
Project Director Initials

08/06/2010
Date

transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.
 - C. The Subgrantee is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.
 - D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

Article 23. LOBBYING CERTIFICATION

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

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

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

- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

Article 20. DRUG-FREE WORKPLACE

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

Article 21. DISADVANTAGED BUSINESS ENTERPRISE

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

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

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

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

Article 22. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
 - 2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public

Article 17. RESEARCH ON HUMAN SUBJECTS

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

Article 18. ASSIGNMENT

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

Article 19. CIVIL RIGHTS COMPLIANCE

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
 8. 23 CFR, Subchapter C, Civil Rights;
 9. 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
 10. Executive Order 11246, as amended, Equal Employment Opportunity;
 11. Executive Order 11375, Gender Discrimination in the Federal Government; and
 12. 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.

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

Article 13. NONCOLLUSION

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

Article 14. SUBGRANTEE'S RESOURCES

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

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

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

Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

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

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

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

Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Article 9. INDEMNIFICATION

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

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

Article 10. DISPUTES AND REMEDIES

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

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

Article 11. TERMINATION

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

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

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

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

Article 12. SUBCONTRACTS

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

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

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

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

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

Article 7. REPORTING AND NOTIFICATIONS

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

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

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

Article 8. RECORDS

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

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

- shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.
- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
 - K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
 - L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

Article 4. LIMITATION OF LIABILITY

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

Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

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

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

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

Article 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
 - A-122, Cost Principles for Nonprofit Organizations; or
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (previously OMB Circular A-87)
- G. Facilities and administrative costs, or indirect costs, are allowed; however, the Indirect Cost Rate may not exceed 10 percent.

- H. The Subgrantee will provide a monetary and/or in-kind contribution to the funded proposal that equals or exceeds 20 percent of the total project, i.e., grant funds may not exceed 80 percent and matching funds must be at least 20 percent of the total project. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.

- I. The Subgrantee agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the respective Community Transportation Safety Program Manager. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

Article 1. COMPLIANCE WITH LAWS

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

Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; 2 CFR Part 225 (previously OMB Circular A-87); Office of Management and Budget (OMB) Circular A-110; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

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

Subgrantee must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Subgrantee and approved by NHTSA and the Department. In the event of a conflict between this section and OMB Circulars A-21, A-122, 2 CFR Part 225 (previously OMB Circular A-87) or 45 CFR, Subtitle A - Appendix E to Part 74, the provisions of the applicable Circular control (except where inconsistent with statute).

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

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

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

5. Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Subgrantee's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subgrantee under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Subgrantee to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.
6. Audit. Subgrantees receiving a single or multiple awards totaling \$500,000 or more are required to submit their most recent audit report by **March 15**. The Subgrantee shall comply with the requirements of the Single Audit Act (Public Law 98-502) and subsequent amendments; OMB Circular A-133; Audits of States, Local Governments, and Non-Profit Organizations; and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, Consideration of Fraud in a Financial Statement Audit.

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

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

HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

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

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

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

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

Subgrantee Name: FREDERICK COUNTY Project #: 154AL-2011-51226-4168-20.007

2. State any special programmatic requirements here; e.g., Click It or Ticket Mobilizations must be conducted during a specified time period during the grant year.
 - a. Must participate in the Click It or Ticket Campaign's pre and post seat belt survey during the period of the May 2011 mobilization.
 - b. Must participate in the Click It or Ticket Enforcement Campaign during the May 2011 mobilization.
 - c. Must participate in the Checkpoint Strike Force Campaign and sustained enforcement during the period of October 1, 2010 through September 30, 2011.
 - d. Must attend all required DMV Grant mandated training.

Project Director M.A.R.
Initial

08/06/2010
Date

Subgrantee Name: FREDERICK COUNTY Project #: 154AL-2011-51226-4168-20.607

STATEMENT OF WORK AND SPECIAL CONDITIONS

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

a. List Specific Program Elements:

Estimated 135 number of overtime hours to be used from October 1, 2010 through December 31, 2010.

Estimated 135 number of overtime hours to be used from January 1, 2011 through March 31, 2011.

Estimated 175 number of overtime hours to be used from April 1, 2011 through June 30, 2011.

Estimated 135 number of overtime hours to be used from July 1, 2011 through September 31, 2011.

Estimated 2 number of checkpoints from October 1, 2010 through December 31, 2010.

Estimated 1 number of checkpoints from January 1, 2011 through March 31, 2011.

Estimated 2 number of checkpoints from April 1, 2011 through June 30, 2011.

Estimated 1 number of checkpoints from July 1, 2011 through September 31, 2011.

Estimated 0 number of saturation patrols from October 1, 2010 through December 31, 2010.

Estimated 1 number of saturation patrols from January 1, 2011 through March 31, 2011.

Estimated 2 number of saturation patrols from April 1, 2011 through June 30, 2011.

Estimated 1 number of saturation patrols from July 1, 2011 through September 31, 2011.

b. To conduct a minimum of 2 checkpoints and/or 2 saturation patrols for the mandatory Click It or Ticket Mobilization in May 2011.

c. To conduct a minimum of 0 checkpoints and/or 1 saturation patrols for the Over the Limit Under Arrest Checkpoint Strike Force Campaign.

d. To have 2 number of sworn officers attend 1 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Field Sobriety Testing).

e. Increase from number of radar units in active use from 61 to 67. (If approved, all units must be ordered by March 31, 2011).

f. Increase from number of breath testing units in active use from N/A to N/A. (If approved, all units must be ordered by March 31, 2011).

g. Increase from number of in-car camera units in active use from N/A to N/A. (If approved, all units must be ordered by March 31, 2011).

h. Increase from number VIEVU personal video camera units in active use from N/A to N/A. (If approved, all units must be ordered by March 31, 2011).

Project Director M.A.R.
Initial

08/06/2010
Date



Branch Banking & Trust Company
Electronic Banking Services
P.O. Box 1847
Wilson, NC 27894

Contact: ACH Support
Phone: (800) 541-4853
Fax: (252) 246-3172

COPY

COUNTY OF FREDERICK
WAYNE CORBETT
107 N KENT ST
WINCHESTER, VA 22601
Phone: 540-665-5607
Fax: 540-662-5838

ORIGINATOR INFORMATION

Company Name : U.S. TREAS 303
Identification : ██████████
Originating DFI : ██████████
Descriptive Date : 08/24/10
Settlement Date : Aug 24, 10
Eff. Entry Date : Aug 24, 10

RECEIVER INFORMATION

Company Name : FREDERICK CO. SHERIFF
DFI Account Number : ██████████
Receiving DFI ID : ██████████
ID Number : ██████████
Transaction Type : 22
Automated Demand Deposit
Amount : \$4,081.31

TRANSACTION DETAILS

Discretionary Data:
Entry Description : MISC PAY
Entry Class Code : CCD
Service Class Code: ACH Entries Mixed
Batch Number : 0000355
Priority : 01

Discretionary Data: 01
Company Name/ID# : FREDERICK CO. SHERIFF
Trace Number : 031036211691894
Reference Code :

ADDENDA RECORD(S)

--- Remittance Advice Accounts Receivable Open Item Reference ---

Error in translating segment, the following line is the segment received.
RMR*IV*06-ATF-001073-002-J*4081.31*4081.31

--END OF TRANSACTION--

--END OF REPORT--

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Finance Department
FROM : Sheriff R. T. Williamson *RTW*
SUBJECT : FBI Reimbursement; Overtime
DATE : September 29, 2010

We have been notified by the Treasurer's Office of four (4) deposits that were deposited on 9/24/10 totaling \$3,326.83. These deposits represent reimbursement from the FBI for overtime incurred by Inv. David Ellinger who has been assigned to work on a special FBI task force. Invoices (copies attached) were sent to the FBI for all the overtime Inv. Ellinger has worked for the months of May through August 2010.

We would like to request this money, which has been posted to 3-10-3301-04, be appropriated into our budget line for overtime; 3102-1005-00.

Thank you.

RTW/asw



Angie Newlin

From: "Angela Whitacre" <awhitacr@co.frederick.va.us>
To: "Angela Williamson" <anwilliam@co.frederick.va.us>
Sent: Monday, September 27, 2010 1:15 PM
Subject: fed money

Hello! I have 4 deposits that are all coded VCTF from the DOJ.
VCTF010001-\$593.32
VCTF010002-\$1229.02
VCTF010003-\$275.47
VCTF010004-1229.02

They were all deposited on 9/24/10. I just need some guidance on what they are for. Thanks for your help!
Angela

Angela Fritts Whitacre
Deputy Treasurer
County of Frederick, Virginia
107 North Kent Street
Winchester, Virginia 22601
(540) 665-5607

FREDERICK COUNTY SHERIFF'S OFFICE

1080 Coverstone Drive
 Winchester, VA 22602
 540-662-6168



Date:

09/20/2010

Invoice #

VCTF010-004

Bill To:

Federal Bureau of Investigation
 1970 East Parham Road, P.O. Box 28060
 Richmond, VA 23228

*Deposit rec'd by
 Treasurer 9/24/10*

Qty	Description	Unit Price	Total
	29 hours overtime for Inv. D. Ellinger for the month of August 2010	\$42.38	\$1,229.02
		Subtotal	
		Shipping	
		Subtotal	
		Sales tax rate	
		Sales tax on purchase	
		Total	1,229.02

Routing #051404260
 Account#5137100764
 Tax ID 54-600-1290
 Type of Account: Checking

Make all checks payable to **FREDERICK SHERIFF'S OFFICE**
 If you have any questions concerning this invoice, please contact:
 Sheriff, Robert T. Williamson

PLEASE REFERENCE INVOICE NUMBER ON REMITTANCE



FREDERICK COUNTY SHERIFF'S OFFICE

1080 Coverstone Drive
Winchester, VA 22602
540-662-6168

Date:

09/20/2010

Invoice #

VCTF010-003]

Bill To:

Federal Bureau of Investigation
1970 East Parham Road, P.O. Box 28060
Richmond, VA 23228

*deposit rec'd by
Treasurer 9/24/10*

Qty	Description	Unit Price	Total
	6.5 hours overtime for Inv. D. Ellinger for the month of July 2010	\$42.38	\$275.47
		Subtotal	
		Shipping	
		Subtotal	
		Sales tax rate	
		Sales tax on purchase	
		Total	275.47

Routing #051404260
Account#5137100764
Tax ID 54-600-1290
Type of Account: Checking

Make all checks payable to **FREDERICK SHERIFF'S OFFICE**
If you have any questions concerning this invoice, please contact:
Sheriff, Robert T. Williamson

PLEASE REFERENCE INVOICE NUMBER ON REMITTANCE

FREDERICK COUNTY SHERIFF'S OFFICE

1080 Coverstone Drive
 Winchester, VA 22602
 540-662-6168



Date:
 8/10/2010

Invoice #
 VCTF010-002

Bill To:

Federal Bureau of Investigation
 1970 East Parham Road P.O. Box 28060
 Richmond, VA 23228

*deposit rec'd by
 Treasurer 9/24/10*

Qty	Description	Unit Price	Total
1	29 hours of Overtime for Inv. D. Ellinger for month of June 2010	42.38	\$1,229.02
Subtotal			\$1,229.02
Shipping			
Subtotal			\$1,229.02
Sales tax rate			
Sales tax on purchase			
Total			\$1,229.02

Make all checks payable to **FREDERICK SHERIFF'S OFFICE**
 If you have any questions concerning this invoice, please contact:
 Sheriff, Robert T. Williamson

Scanned + emailed
to D. Ellinger
8-10-10

FREDERICK COUNTY SHERIFF'S OFFICE

1080 Coverstone Drive
Winchester, VA 22602
540-662-6168



Date:
8/10/2010

Invoice #
VCTF010-001

Bill To:

Federal Bureau of Investigation
1970 East Parham Road P.O. Box 28060
Richmond, VA 23228

*deposit rec'd
by Treasurer
9-24-10*

Qty	Description	Unit Price	Total
1	14 hours of Overtime for Inv. D. Ellinger for month of May 2010	42.38	\$593.32
Subtotal			\$593.32
Shipping			
Subtotal			\$593.32
Sales tax rate			
Sales tax on purchase			
Total			\$593.32

Make all checks payable to **FREDERICK SHERIFF'S OFFICE**
If you have any questions concerning this invoice, please contact:
Sheriff, Robert T. Williamson

Cheryl Shiffler

From: Meadows, Olivia L. [olivia.meadows@vsp.virginia.gov]
Sent: Wednesday, September 15, 2010 3:59 PM
To: Cheryl Shiffler
Cc: Robert Williamson
Subject: Grant Balances

Hello Cheryl

Here is the information that you requested. Please let me know if you need anything else. Also do you know when the checks were cut for the reimbursements? I have two jurisdictions asking.

DD-BX-0539 \$56,274.22
D1-BX-0172 \$ \$415,570.47

Thanks have a great day.

Northwest VA Regional Gang Task Force
OLIVIA MEADOWS
INTELLIGENCE ANALYST
540-622-4839

2008 Meth Grant CK-WX-0144

	Budget	Expended (as of 6-30-10)	Remaining (6-30-10)
Analyst	\$125,676	\$32,398.70	\$93,277.30
Para Legal	\$28,944	\$27,677.01	\$1,266.99
Computers	\$9,600	\$2,382.13	\$7,217.87
Office Supplies	\$350	\$350	0
Handouts	\$20,541	0	\$20,541
Postage	\$3,150	\$418.60	\$2,731.40
DVD's	\$96	0	\$96
Total	\$188,357	\$63,226.44	\$125,130.56

NW Works Project

FY10

<hr/>	
9-9-09 supplemental appropriation	
Community Development Block Grant	1,000,000.00
5-26-10 supplemental appropriation	
NW Works reimbursement & contingency	406,200.00
	<hr/>
	1,406,200.00
1-21-10 AP Impressions Plus - copies, cd, etc.	(31.20)
2-19-10 AP Impressions Plus - copies, cd, etc.	(102.00)
5-19-10 AP Shenadoah Sand - parking lot	(40,322.00)
5-19-10 AP Impressions Plus - copies, cd, etc.	(2,106.88)
6-18-10 AP Impressions Plus - copies, cd, etc.	(314.71)
7-8-10 AP NSVRC - project administration	(12,375.00)
	<hr/>
	(55,251.79)
6-15-10 PO Lantz Construction	(1,178,000.00)
	<hr/>
	(1,178,000.00)
Balance to carry forward to FY11	<hr/> <hr/>
	172,948.21

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO	ACCT CODE	DESCRIPTION	AMOUNT
2010-07-02	ELECTORAL BOARD AND OFFICIALS	WARRANTY MAINTENANCE	13010 3004 000 001			REPAIR AND MAINTENANCE-EQUIP.	778.40
	ELECTORAL BOARD AND OFFICIALS		13010 3005 000 000			MAINTENANCE SERVICE CONTRACTS	778.40
2010-07-06	COUNTY ATTORNEY	CHG SAL SUPPORT STAFF POSITION	12020 3006 000 000			PRINTING & BINDING	20.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	20.00
	COUNTY ATTORNEY		12020 3007 000 000			ADVERTISING	50.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	50.00
	COUNTY ATTORNEY		12020 5401 000 000			OFFICE SUPPLIES	75.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	75.00
	COUNTY ATTORNEY		12020 5413 000 000			OTHER OPERATING	40.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	40.00
	COUNTY ATTORNEY		12020 5506 000 000			TRAVEL	200.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	200.00
	COUNTY ATTORNEY		12020 3004 000 001			REPAIRS/MAINT - EQUIPMENT	20.00
	COUNTY ATTORNEY		12020 1001 000 002			SECRETARY	20.00
2010-07-06	ECONOMIC DEVELOPMENT COMMISSION	OTHER OPERATING SUPPLIES	81020 5506 000 000			TRAVEL	9,000.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 5413 000 000			OTHER OPERATING SUPPLIES	9,000.00
2010-07-06	OTHER	POSTAGE MACHINE RENTAL	12240 5415 000 000			OTHER EXPENSES	600.00
	OTHER		12240 9001 000 000			LEASE/RENT OF EQUIPMENT	600.00
2010-08-04	FINANCE DEPARTMENT	MAINTENANCE ON SCANNERS	12140 3002 000 000			PROFESSIONAL SERVICES-OTHER	50.00
	FINANCE DEPARTMENT		12140 3004 000 001			REPAIR AND MAINTENANCE-EQUIP.	50.00
2010-08-12	ELECTORAL BOARD AND OFFICIALS	WARRANTY MAINTENANCE	13010 3004 000 001			REPAIR AND MAINTENANCE-EQUIP.	372.75
	ELECTORAL BOARD AND OFFICIALS		13010 3005 000 000			MAINTENANCE SERVICE CONTRACTS	372.75
2010-08-13	FIRE AND RESCUE	CLASSES FOR AHS CERTIFICATION	35050 1007 000 001			CAREER DEVELOPMENT-PROMOTIONAL PAY	7,300.00
	FIRE AND RESCUE		35050 2013 000 000			EDUCATION-TUITION ASSISTANCE	7,300.00
2010-08-16	SHERIFF	JULY 4 PARKS EVENT	31020 1005 000 000			OVERTIME	621.71
	RECREATION CENTERS AND PLAYGROUNDS		71040 3010 000 000			CONTRACTUAL SERVICES-ADMINISTRATION	621.71
2010-08-30	MAINTENANCE ADMINISTRATION	TRANSPORTATION PURCHASE/GAS	43010 5408 000 000			VEHICLE & POWERED EQUIP SUPPLIES	500.00
	MAINTENANCE ADMINISTRATION		43010 4003 000 003			CENTRAL STORES-GASOLINE CAB	500.00
2010-09-01	PARKS MAINTENANCE	TR. FUNDS 9/10 PA FORM	71030 1001 000 013			PARK & STEWARDSHIP PLANNER	35,443.00
	PARKS MAINTENANCE		71030 2001 000 000			F. I. C. A.	2,711.00
	PARKS MAINTENANCE		71030 2002 000 000			RETIREMENT - V. S. R. S.	4,891.00
	PARKS MAINTENANCE		71030 2005 000 000			HOSPITAL/MEDICAL PLANS	10,219.00
	PARKS MAINTENANCE		71030 2006 000 000			GROUP INSURANCE	99.00
	PARKS MAINTENANCE		71030 2011 000 000			WORKER'S COMPENSATION - COMMO	797.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 1001 000 013			PROGRAM SUPERVISOR	35,443.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 2001 000 000			F. I. C. A.	2,711.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 2002 000 000			RETIREMENT - V. S. R. S.	4,891.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 2005 000 000			HOSPITAL/MEDICAL PLANS	10,219.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 2006 000 000			GROUP INSURANCE	99.00
	RECREATION CENTERS AND PLAYGROUNDS		71040 2011 000 000			WORKER'S COMPENSATION - COMMO	797.00
2010-09-22	INFORMATION TECHNOLOGY	APPENDUM PICTOMETRY CONTRACT	12200 5506 000 002			TRAVEL - GIS	880.00
	INFORMATION TECHNOLOGY		12200 3002 000 000			PROFESSIONAL SERVICES-OTHER	880.00
2010-09-24	COUNTY OFFICE BUILDINGS/COURT	MICROMAIN SUPPORT	43040 3005 000 005			MAINTENANCE SERVICE CONTRACTS	440.00
	COUNTY OFFICE BUILDINGS/COURT		43040 3002 000 000			PROFESSIONAL SERVICES-OTHER	440.00

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO ACCT CODE	DESCRIPTION	AMOUNT
2010-10-04	MAINTENANCE ADMINISTRATION	ELECTRICAL CERTIFICATION	43010 3004 000	002	REPAIR AND MAINTENANCE - VEHICLE TRAVEL	125.00-
			43010 5506 000	000		125.00
2010-10-05	COMMISSIONER OF THE REVENUE	MACHINE CONTRACT	12090 3006 000	000	PRINTING AND BINDING	425.00-
	REASSESSMENT/BOARD OF ASSESSORS		12100 3006 000	000	PRINTING/BINDING	2,000.00-
	REASSESSMENT/BOARD OF ASSESSORS		12100 3005 000	000	MAINTENANCE SERVICE CONTRACTS	2,000.00
	REASSESSMENT/BOARD OF ASSESSORS		12100 3005 000	000	MAINTENANCE SERVICE CONTRACTS	425.00
2010-10-06	HUMAN RESOURCES	LFCC COURSES	12030 5506 000	001	TRAVEL-INTERVIEW CANDIDATES	620.00-
	HUMAN RESOURCES		12030 5506 000	000	TRAVEL	620.00
2010-10-06	GYPSY MOTH SUPPRESSION	TELEPHONE CHARGES	82020 3007 000	000	ADVERTISING	100.00-
	GYPSY MOTH SUPPRESSION		82020 5204 000	000	POSTAGE AND TELEPHONE	100.00
2010-10-12	REASSESSMENT/BOARD OF ASSESSORS	POSTAGE- REASSESSMENT	12100 5401 000	000	OFFICE SUPPLIES	2,000.00-
	REASSESSMENT/BOARD OF ASSESSORS		12100 5204 000	000	POSTAGE AND TELEPHONE	2,000.00

*** END OF REPORT ***

County of Frederick, VA
Report on Unreserved Fund Balance
September 2010

Unreserved Fund Balance, Beginning of Year, July 1, 2010	24,111,233
 Prior Year Funding & Carryforward Amounts	
IT carryforwards	(138,834)
Fire Company Capital carryforward	(176,217)
Forfeited Asset carryforward	(26,995)
School carryforwards	(69,909)
	(461,955)
 Other Funding / Adjustments	
Chesapeake Bay Grant	(7,600)
EDC incentive - World Color 2nd half	(150,000)
EDC incentive - Kraft	(500,000)
Audit Adjustment	31,049
AARP Tax Aide	(2,100)
School Capital Fd 60	(2,300,000)
	(3,274,128)
 Fund Balance, September 2010	 20,375,149

INFO ONLY



Dear Virginia Fleet,

Virginia Clean Cities is seeking proposals from fleets in Virginia interested in converting some or all of their eligible gasoline vehicles to run on Propane/Autogas engine fuel. This unique opportunity provides funding to cover the parts and labor for the conversion. **Both public and private fleet operations may participate in this program.**

This special funding opportunity is available due to changes in levels of participation of existing partners. A summary of the project, titled the Southeast Propane Autogas Development Program (SPADP) may be found at www.usepropaneautogas.com.

APPLICATION DEADLINE: THURSDAY, SEPTEMBER 30, 2010

Award Description Summary:

This grant program provides sub-grants of \$5,800 per vehicle. This includes the cost of labor to convert each vehicle as well as the conversion equipment. Equipment will be purchased directly from manufacturer by Virginia Clean Cities at James Madison University.

Vehicles that are proposed for conversion must be of at least \$5,800 in value, which is used to meet Virginia DMME cost share obligations toward the federal award. Fueling infrastructure will be provided by Alliance AutoGas. Fuel will be purchased from this facility by the fleet. Public access for fuel dispensing is not mandatory, however it is strongly preferred.

Mandatory Requirements for Virginia Fleet RFP participants:

- Fleet vehicles must have current EPA Certifications for propane operation. Current list of eligible vehicle makes and models may be found at <http://allianceautogas.com/index.php/fleet-customers>
- Fleet must be within the boundaries of the state of Virginia. Vehicles must operate majority of time within Virginia.
- Minimum match of 100%, or minimum per vehicle value of \$5,800
- Fleet must have space for adequate fueling infrastructure (dispenser, tank, etc.), preferably with potential for public access
- Conversions must be completed by early 2011
- Conversions must occur at certified conversion centers
- Fleet must commit to using Propane AutoGas 85% of on-road time
- Reporting requirements and grant period extend through December 2013
- Entity must be doing business in good standing within the state of Virginia
- Entity must be clear of any liens or impending judgments

Selection Criteria:

Please refer to the accompanying "Project Narrative" form for specific material to include in your application under each category of Selection Criteria.

- 1. Petroleum Displacement Potential (30%)**
- 2. Ability to Begin Project Quickly (30%)**
- 3. Administrative Capability (20%)**
- 4. Leverage Potential (20%)**

Instructions for Proposals for Propane Vehicle Conversion Award:

VCC has provided the accompanying form titled "Project Narrative" to use as a proposal document/application for award.

The project narrative must not exceed 5 pages, including cover page, table of contents, charts graphs, maps, photographs and other pictorial presentations when printed using standard 8.5" by 11" paper with 1 inch margins, and single spaces. EVALUATORS WILL REVIEW ONLY THE NUMBER OF PAGES SPECIFIED IN THE PRECEDING SENTENCE. The font used for answers must not be smaller than 11 point. Do not include any internet addresses (URLs) that provide information necessary to review the application.

The project narrative must include:

- *Project Objectives:* This section should provide a clear, concise statement of the specified objectives of the fleet from participation in the proposed project.
- *Selection Criterion Discussion:* This section should be formatted to address each of the selection criterion listed above. VCC at JMU WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT ADDRESS EACH OF THE SELCTION CRITERIA.
- *Roles of Fleet Participants:* This section should describe the roles and the work to be performed by fleet participants and how the various efforts will be integrated and managed.
- *Facilities and Other Resources:* Identify the facilities and resources that are directly applicable to the proposed work.

Proposals are due Thursday, September 30, and may be emailed to pdenbigh@hrccc.org or postal mailed to the following address:

Peter Denbigh, Assistant Program Manager
Virginia Clean Cities at James Madison University
MSC 4115
James Madison University
701 Carrier Drive, HHS Room 0301
Harrisonburg, VA 22807

CONTACT INFORMATION:

- Peter Denbigh at Virginia Clean Cities at pdenbigh@hrccc.org or 540.466-4510
- Georgiana Ball at Virginia Clean Cities at gball@hrccc.org or 804.232.7549
- Steve McCoy with Alliance AutoGas at smccoy@blossmangas.com or 540.414-5523

We appreciate your interest – please call if we can be of assistance –



Virginia Clean Cities at James Madison University
701 Carrier Drive, HHS 0301 / MAC 4115
Harrisonburg, VA 22807
<http://www.hrccc.org>

Virginia Clean Cities and Southeast Propane Program Background:

Virginia Clean Cities is a statewide non-profit whose mission is to increase the use of cleaner domestic fuels, vehicles, and energy saving transportation technologies in order to improve air quality and health, reduce climate change, curb dependence on imported petroleum, and support Virginia’s economy.

The Southeast Propane Autogas Development Program (SEADP) is an existing Virginia Clean Cities project that is partially funded by a Department of Energy Clean Cities American Recovery and Reinvestment Act grant. The grant was awarded to the Virginia Department of Mines, Minerals, and Energy (DMME), and Virginia Clean Cities at James Madison University is the Principle Investigator. As a stipulation of this grant, a “total chain” of vendors must be used. For this project, this chain is comprised of the PRINS/American Alternative Fuels conversion kit, Alliance AutoGas Fueling contract either by Blossman Gas or other Alliance Autogas Partner, and specific conversion centers based on your area.

Expected Number of Awards:

Number of Awards	Minimum Funding per Award	Maximum Funding per Award
1-10 awards	\$7,125 (labor cost for 5 vehicles)	\$314,925

The following materials serve as an amendment to the original RFP for Virginia Fleets to participate in the Southeast Propane Autogas Development Program vehicle conversion grant.

- 1) Revised announcement material to includes a summary description. Updated Va Fleet RFP Propane Vehicle Conversion Announcement
- 2) An optional RFP Project Narrative tool to assist in responses, and a separate document to discuss the benefits of using propane autogas as a vehicle fuel. RFP Project Narrative Form VCC Propane Vehicle VA Fleets

The deadline for responses to the RFP is Thursday, September 30.

Virginia Clean Cities is seeking proposals from Virginia entities with road-ready fleets interested in converting some or all of their eligible gasoline vehicles to run on Propane/Autogas. This unique opportunity provides funding for fleets to cover the parts and labor for the conversion.

Background:

Virginia Clean Cities is a statewide non-profit whose mission is to increase the use of cleaner domestic fuels, vehicles, and energy saving transportation technologies in order to improve air quality and health, reduce climate change, curb dependence on imported petroleum, and support Virginia's economy.

The Southeast Propane Autogas Development Program (SEADP) is an existing Virginia Clean Cities project that is partially funded by a Department of Energy Clean Cities American Recovery and Reinvestment Act grant. The grant was awarded to the Virginia Department of Mines, Minerals, and Energy (DMME), and Virginia Clean Cities at James Madison University is the Principle Investigator. As a stipulation of this grant, a "total chain" of vendors must be used. For this project, this chain is comprised of the PRINS/American Alternative Fuels conversion kit, Alliance AutoGas Fueling contract either by Blossman Gas or other Alliance Autogas Partner, and specific conversion centers based on your area.

This special funding opportunity is available due to changes in scope or eligibility of existing partners. A summary of the project may be found at www.usepropaneautogas.com. Both public and private entities may participate in this program.

Mandatory Requirements for Supplemental SPADP participants:

- Fleet vehicles must have current EPA Certifications for propane operation. Current list may be found at <http://allianceautogas.com/index.php/fleet-customers>
- Entity must be doing business in good standing within the state of Virginia Entity must be clear of any liens or impending judgments
- Project must be within the boundaries of the state of Virginia.
- Vehicles must operate majority of time within Virginia.
- Minimum match of 100%, or minimum per vehicle value of \$5,8001
- Fleet must have space for adequate fueling infrastructure, preferably public access
- Conversions must be completed by the beginning of January 2011
- Conversions must occur at certified conversion centers and fleets must work with VCC and certified conversion center to schedule conversions.

Type of Award Instrument:

Virginia Clean Cities at James Madison University anticipates awarding grants under this program announcement to cover reimbursement to fleets for labor to complete conversions. Equipment will be purchased directly from manufacturer by Virginia Clean Cities at James Madison University.

Estimated Funding:

The funding profile consists of approximately \$314,925 or funding to cover the conversion of up to 221 eligible vehicles with a minimum of five vehicles per fleet.

Period of Performance: September 15, 2010-December 9, 2013

Selection Criteria:

Petroleum Displacement Potential (30%)

- Annual fuel use per year by fleet and per vehicle proposed
- Commitment to use propane autogas at least 85% of the time throughout the project period
- Amount of annual and total project (4 years) petroleum displacement per federal dollar
- Estimated % of time that propane is used
- Age of fleet, rotation schedule of fleet (preference given to newer vehicles)
- Vehicles are currently in possession and operational

Ability to Begin Project Quickly (30%)

- Ability to turn signed sub--agreements around quickly
- Fleet possession of vehicles eligible for conversion with existing EPA certifications
- Proposed timeframe for project, how quickly conversions can be completed

Administrative Capability (20%)

- Stability of general business model and company/organization history
- Ability to provide accurate fuel, mileage, and maintenance reports/fuel tracking systems in place (i.e. FuelMaster)
- Ability to report on-time throughout project period, typically quarterly
- Commitment from fleet to become a VCC stakeholder
- Past Experience in Managing or Participating in Federally--Funded Projects

Leverage Potential (20%)

- Fleet visibility to public
- Ability to provide a fueling location that allows public access

Instructions for Project Narrative File:

The project narrative must not exceed 5 pages, including cover page, table of contents, charts graphs, maps, photographs and other pictorial presentations when printed using standard 8.5" by 11" with 1 inch margins, and single spaces. EVALUATORS WILL REVIEW ONLY THE NUMBER OF PAGES SPECIFIED IN THE PRECEDING SENTENCE. The font must not be smaller than 11 point. Do not include any internet addresses (URLs) that provide information necessary to review the application.

The project narrative must include:

- Project Objectives: This section should provide a clear, concise statement of the specified objectives/aims of the proposed project.
- Selection Criterion Discussion: This section should be formatted to address each of the selection criterion listed above. VCC at JMU WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT ADDRESS SEPARATELY EACH OF THE SELCTION CRITERIA.
- Roles of Participants and Principle Investigators: This section should describe the roles and the work to be performed by each participant/investigator and how the various efforts will be integrated and managed.

- Facilities and other resources: Identify the facilities and resources that are directly applicable to the proposed work.

Proposals are ~~due August 27~~, **UPDATE: DUE September 30, 2010** and may be emailed or postal mailed to the following address:

*Peter Denbigh, Assistant Program Manager
Virginia Clean Cities at James Madison University
MSC 4115 James Madison University
701 Carrier Drive, HHS Room 0301
Harrisonburg, VA 22807
Email: pdenbigh@hrccc.org
P: 540.466.4510
F: 540.568.8933*

Benefits of Using Propane Autogas:

Cost Benefits

Fleets that convert to AutoGas enjoy cost savings in three primary areas.

- First, the parts and labor associated with converting each vehicle cost around \$5,300.00 less any applicable tax credits – this is extremely cost-effective when compared to other conversion systems and especially when compared to the cost of purchasing new alternative fuel vehicles.
- Second, propane costs less per gallon than gasoline, and its cost is far less volatile. In other words, fleets save on fuel costs and can expect more accurate budgeting and forecasting.
- Third, propane is a cleaner, higher-octane fuel. This means less frequent oil changes and a generally longer engine life, so fleets save on upkeep and maintenance costs as well as on costs associated with vehicle downtime.

Environmental Benefits

Propane produces less greenhouse gas emissions and smog-producing hydrocarbons than gasoline. Converting a conventional gasoline vehicle to a propane AutoGas Hybrid using the Prins VSI system results in:

- 28% reduction in Carbon Monoxide
- 35.6% reduction in Hydrocarbons
- 3.7% reduction in NOx
- 16% reduction in Carbon Dioxide

Propane is non-toxic and insoluble in water, unlike gasoline, diesel, methanol and ethanol. In the event that a rare accidental leak should occur, propane would dissipate into the atmosphere with no harmful contaminants released into the air, soil or water. Our conversion system is EPA Certified for numerous commonly-used fleet vehicle makes and models.

Domestically Produced

90% of the propane used in the U.S. is produced domestically. 7% is imported from Canada and Mexico. The majority of the propane produced here in the U.S. is a byproduct of natural gas refining. This means that the gasoline gallons displaced by our fleet customers directly translate into lowered dependence on foreign oil.

Alliance AutoGas is ready to meet today's transportation fueling challenges more cleanly and efficiently than virtually any other fuel available. There are many ancillary benefits when a fleet converts to AutoGas – from public awareness to providing one more alternative fuel station to the already strong nationwide fueling infrastructure. Each vehicle is another definitive step toward a fuel that is independent from environmental impact and foreign production.

AUTOGAS VS GASOLINE AVERAGE COST DIFFERENTIAL

MARCH 2008-FEB 2009

GASOLINE	\$3.29	\$3.51	\$3.82	\$4.11	\$4.11	\$3.83	\$3.76	\$3.11	\$2.21	\$1.75	\$1.84	\$1.98
PROPANE AUTOGAS	\$2.36	\$2.45	\$2.55	\$2.64	\$2.71	\$2.55	\$2.46	\$2.15	\$1.92	\$1.83	\$1.87	\$1.80
AUTOGAS LESS 50¢ TAX CREDIT	\$1.88	\$1.95	\$2.06	\$2.14	\$2.21	\$2.06	\$1.96	\$1.65	\$1.47	\$1.33	\$1.37	\$1.30
TOTAL DIFFERENCE	\$1.42	\$1.56	\$1.76	\$1.97	\$1.91	\$1.78	\$1.79	\$1.46	\$0.79	\$0.42	\$0.48	\$0.67

MARCH 2009-FEB 2010 & OVERALL AVERAGE

GASOLINE	\$2.01	\$2.10	\$2.32	\$2.68	\$2.58	\$2.67	\$2.61	\$2.61	\$2.71	\$2.66	\$2.77	\$2.70	\$2.82
PROPANE AUTOGAS	\$1.70	\$1.62	\$1.61	\$1.73	\$1.65	\$1.73	\$1.81	\$1.88	\$1.98	\$2.08	\$2.22	\$2.19	\$2.09
AUTOGAS LESS 50¢ TAX CREDIT	\$1.20	\$1.12	\$1.14	\$1.23	\$1.15	\$1.23	\$1.31	\$1.38	\$1.48	\$1.58	-	-	\$1.50
TOTAL DIFFERENCE	\$0.81	\$0.98	\$1.18	\$1.46	\$1.49	\$1.45	\$1.30	\$1.22	\$1.23	\$1.09	\$0.55	\$0.51	\$1.26

1. The figures above are the per-gallon averages for Autogas and gasoline per gallon (based on the US Energy Information Administration's and Bureau of Economic Analysis' average for state-level taxes on autogas propane at a 50¢ tax level); many states allow the purchase of a vehicle designed to use propane in place of paying state-level taxes there.
2. The figures listed for propane in January & February 2010 do not reflect the 50¢ per-gallon tax credit for which attention is expected immediately & would take effect retroactively as well.



October 14, 2010

Sheriff Robert Williamson
Frederick County Sheriff's Department
1080 Coverstone Drive
Winchester, Virginia 22602

Dear Sheriff Williamson:

We are pleased to notify you that Frederick County has been selected as a grant recipient for the Southeast Propane Autogas Development Program (SPADP). The SPADP is a special funding opportunity for public and private fleets to convert eligible gasoline vehicles to run on propane autogas engine fuel. The grant program provides sub-grants of \$5,800 per eligible vehicle, which includes the cost of labor to convert each vehicle as well as the conversion equipment.

This project is offered by Virginia Clean Cities (VCC) at James Madison University (JMU) on behalf of the Virginia Department of Mines, Minerals and Energy with funding from the US Department of Energy. Clean Cities is a government-industry partnership designed to reduce petroleum consumption in the transportation sector by advancing the use of alternative fuels and vehicles, fuel blends, and fuel economy.

Based on your proposal to VCC, the number of eligible fleet vehicles included in your award is 10. Therefore the total of your award is \$58,000, or \$5,800 per vehicle. If vehicles listed in your proposal did not have EPA Certifications for propane operation at the time of the projects original proposal in May of 2009, we are not able to fund their conversion. Therefore, your award may have been reduced by the number of those vehicles that were not certified. Please see the attached list of vehicles eligible for conversion funding.

If you wish to accept this award, please complete and return the following two enclosed forms within one week (October 21): (1) Information Sheet and (2) W-9 tax form. Once we receive these materials, we will create a sub-recipient agreement document that both parties must sign before the grant agreement can be finalized.

Additionally, please contact Georgiana Ball (gball@hrccc.org) to set-up a time to discuss infrastructure needs with VCC and Blossman Gas, our infrastructure and fueling partner. We are facing time constraints with respect to installing infrastructure prior to December 31, 2010 in order to take advantage of a federal tax incentive; your cooperation with this shortened timeline is appreciated.

Congratulations on your selection for this award! Enclosed is a summary description of the grant program, which includes the funding partners and other designated participants, as well as mandatory requirements. Please contact us if you have any questions or need assistance.

We look forward to our partnership together in this significant alternative fuels project for fleet vehicles.

Sincerely,



Chelsea Jenkins
Director, Virginia Clean Cities

Virginia Clean Cities at James Madison University
701 Carrier Drive, HHS 0301 / MSC 3804
Harrisonburg, VA 22807
<http://www.hrccc.org>

CONTACT INFORMATION:

- Peter Denbigh at Virginia Clean Cities at pdenbigh@hrccc.org or 540.466.4510
- Georgiana Ball at Virginia Clean Cities at gball@hrccc.org or 804.232.7549
- Steve McCoy with Alliance AutoGas at smccoy@blossmangas.com or 540.414.5523



Southeast Propane Autogas Development Program **Award Description Summary:**

This grant program provides sub-grants of \$5,800 per vehicle, and is available to public and private fleets in Virginia. Funding includes the cost of labor to convert each vehicle as well as the conversion equipment. Equipment will be purchased directly from manufacturer, American Alternative Fuel, by Virginia Clean Cities at James Madison University.

Vehicles that are proposed for conversion must be of at least \$5,800 in value, which is used to meet Virginia DMME cost share obligations toward the federal award. Fueling infrastructure will be provided by Alliance AutoGas. Fuel will be purchased from this facility by the fleet. Public access for fuel dispensing is not mandatory, however it is strongly preferred.

Mandatory Requirements for Virginia Fleet RFP participants:

- Fleet vehicles must have current EPA Certifications for propane operation. Current list of eligible vehicle makes and models may be found at <http://allianceautogas.com/index.php/fleet-customers>
- Fleet must be within the boundaries of the state of Virginia. Vehicles must operate majority of time within Virginia.
- Minimum match of 100%, or minimum per vehicle value of \$5,800
- Fleet must have space for adequate fueling infrastructure (dispenser, tank, etc.), preferably with potential for public access
- Conversions must be completed by early 2011
- Conversions must occur at certified conversion centers
- Fleet must commit to using Propane AutoGas 85% of on-road time
- Reporting requirements and grant period extend through December 2013
- Entity must be doing business in good standing within the state of Virginia
- Entity must be clear of any liens or impending judgments

Selection Criteria:

1. **Petroleum Displacement Potential (30%)**
2. **Ability to Begin Project Quickly (30%)**
3. **Administrative Capability (20%)**
4. **Leverage Potential (20%)**

Virginia Clean Cities and Southeast Propane Program Background:

Virginia Clean Cities is a statewide non-profit whose mission is to increase the use of cleaner domestic fuels, vehicles, and energy saving transportation technologies in order to improve air quality and health, reduce climate change, curb dependence on imported petroleum, and support Virginia's economy.

The Southeast Propane Autogas Development Program (SEADP) is an existing Virginia Clean Cities project that is partially funded by a Department of Energy Clean Cities American Recovery and Reinvestment Act grant. The grant was awarded to the Virginia Department of Mines, Minerals, and Energy (DMME), and Virginia Clean Cities at James Madison University is the Principle Investigator. As a stipulation of this grant, a "total chain" of vendors must be used. For this project, this chain is comprised of the PRINS/American Alternative Fuels conversion kit, Alliance AutoGas Fueling contract either by Blossman Gas or other Alliance Autogas Partner, and specific conversion centers based on your area.

Visit our website for a list of participating organizations:

<http://www.usepropaneautogas.com/>

CONTACT INFORMATION:

- Peter Denbigh at Virginia Clean Cities at pdenbigh@hrccc.org or 540.466-4510
- Georgiana Ball at Virginia Clean Cities at gball@hrccc.org or 804.232.7549
- Steve McCoy with Alliance AutoGas at smccoy@blossmangas.com or 540.414-5523



Virginia Clean Cities at James Madison University
701 Carrier Drive, HHS 0301 / MAC 3804
Harrisonburg, VA 22807
<http://www.hrccc.org>

Sheriff Robert Williamson

From: "Ball, A - ballag" <ballag@jmu.edu>
To: "Robert Williamson" <Rwilliam@co.frederick.va.us>
Sent: Tuesday, October 19, 2010 11:53 AM
Subject: Confirmation re Grant Funding

Hi Sheriff Williamson! I want to confirm that your Fleet will not handle the grant monies. Virginia Clean Cities has set up payment to go directly to the vehicle conversion center for the labor, and we pay the *supplier directly* for the vehicle conversion systems. Thus your fleet benefits by the conversion, but does not handle any payments or monies.

I hope this answers your questions, but please contact me if you need any more information.

Thanks.

Georgiana

A. Georgiana Ball
Program Manager
Southeast Propane Autogas Development Program
Virginia Clean Cities at James Madison University
804 - 232-7549
gball@hrccc.org
www.hrccc.org