



GLOUCESTER COUNTY BOARD OF SUPERVISORS AGENDA

Tuesday, January 21, 2025, 6:00 p.m.

Colonial Courthouse

6504 Main Street

Gloucester, VA 23061

	Pages
1. Call to Order and Roll Call	
2. Invocation and Pledge of Allegiance – Kenneth W. Gibson – Petsworth District Supervisor	
3. Approval of the Minutes - November 6, 2024	2
4. Adoption of the Agenda	
5. Approval of the Consent Agenda	
a. Update to the Middle Peninsula All Hazards Mitigation Plan Service Agreement – George Bains – Deputy County Administrator	27
b. Request from Virginia Health Department to Execute the Statement of Agreement for FY 2025 for Funding and Services of the Gloucester Health Department – Carol Steele – County Administrator	41
c. Resolution to End the Local Emergency Declared due to Winter Weather Conditions – Ashley C. Chriscoe – Vice Chair, Board of Supervisors and Director of Emergency Management	56
d. Resolution to Update Membership on the Eastern Virginia Regional Industrial Facility Authority – Carol Steele - County Administrator	59
6. Matters Presented by the Board	
7. County Administrator Items	
8. Public Comment Period - (limited to topics on the Work Session agenda only) (Speakers should provide 10 copies of handouts if any)	
9. Work Session Agenda	
a. Request for Appropriation for Joint BOS/EDA Small Business Incentive Grant Program – Sherry Spring – Director of Economic Development	61
b. Presentation of FY26-FY30 Capital Improvement Plan and Request for Public Hearing (45 minutes) – Carol Steele – County Administrator	67
10. Supervisors Discussion	
11. Closed Meeting - no closed meeting scheduled	
12. Adjournment	

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS HELD ON TUESDAY, NOVEMBER 6, 2024, AT 6:00 P.M. IN THE COLONIAL COURTHOUSE, 6504 MAIN STREET, GLOUCESTER, VIRGINIA:

1. Call to Order and Roll Call

Mr. Hutson called the meeting to order, and Ms. Steele took roll call.

THERE WERE PRESENT: Kevin M. Smith, Chair
Ashley C. Chriscoe, Vice Chair
Phillip N. Bazzani
Christopher A. Hutson
Michael A. Nicosia
Robert J. Orth

THERE WERE ABSENT: Kenneth W. Gibson

ALSO IN ATTENDANCE: Edwin "Ted" Wilmot, County Attorney
Carol Steele, County Administrator

2. Invocation and Pledge of Allegiance - Reverend Dr. Katrina Brown – Bethel Baptist Church and Anthony Wilson, Jr. – Botetourt Elementary

Reverend Dr. Katrina Brown of Bethel Baptist Church gave an invocation.

Anthony Wilson, Jr. of Botetourt Elementary then led all in attendance in the recitation of the Pledge of Allegiance to the Flag of the United States of America.

3. Approval of the Minutes - July 16, 2024

Dr. Orth moved, seconded by Mr. Chriscoe, to approve the minutes of the July 16, 2024, meeting as presented. The motion carried and was approved by a unanimous voice vote.

4. Adoption of the Agenda

Dr. Orth moved, seconded by Mr. Chriscoe, to adopt the agenda. The motion carried and was approved by a unanimous voice vote.

5. Approval of the Consent Agenda

Mr. Smith moved, seconded by Mr. Chriscoe, to approve the consent agenda. The motion carried and was approved by a unanimous voice vote.

a. Update to the Board of Supervisors 2024 Meeting Calendar – Carol Steele – County Administrator

By approval of the consent agenda, the Board updated the 2024 meeting calendar.

**2024
BOARD MEETING SCHEDULE**

January 16, 2024

February 6, 2024

February 10, 2024 – Saturday – 8:30 a.m. Building One, Press Room – Board retreat

February 20, 2024

March 4, 2024 – Monday - Budget Presentation

March 5, 2024

March 13, 2024 – Wednesday - Board Budget Work Session

March 19, 2024 – 4:30 p.m. Gloucester High School renovation tour with School Board – GHS new entrance

March 19, 2024 – Joint Work Session with School Board at Thomas Calhoun Walker Education Center

March 21, 2024 – Thursday - Board Budget Town Hall at Thomas Calhoun Walker Education Center

March 27, 2024 – Wednesday – Budget and Tax Rates Public Hearings at Thomas Calhoun Walker Education Center

April 2, 2024

April 8, 2024 – Monday - Board Budget Work Session

~~*April 11, 2024 – Thursday – Possible Board Budget Work Session cancelled*~~

~~*April 15, 2024 – Monday – FY 2025 Budget Adoption cancelled*~~

April 16, 2024 – FY2025 Budget Adoption

May 7, 2024

May 21, 2024

May 29, 2024 – Wednesday – Joint Meeting with EDA - Main Library Community Room

June 4, 2024

June 6, 2024 – Thursday – 6:30 p.m. Joint Meeting with Planning Commission - Main Library Community Room

July 16, 2024

August 6, 2024 – Thomas Calhoun Walker Education Center Auditorium

September 3, 2024

September 17, 2024

October 1, 2024

October 15, 2024 – Joint Meeting with School Board at Thomas Calhoun Walker Education Center

November 6, 2024 – Wednesday due to Election Day

November 19, 2024

December 3, 2024

December 7, 2024 – Saturday – 8:30 a.m. Building One, Press Room – Board Retreat

January 7, 2025 – Organizational Meeting

Items in red approved as part of the Board’s FY 2025 Budget Calendar at the October 17, 2023, meeting.

All meetings begin at 6:00 p. m. in the Colonial Courthouse unless otherwise noted. There will be no meeting on the third Tuesday in June, August, and December. There will be no meeting on the first Tuesday in July. A cancelled meeting shall be continued to the next workday. Questions concerning the Board’s meeting schedule can be made to the Gloucester County Administrator’s Office at 804-693-4042.

6. Matters Presented by the Board

Mr. Bazzani stated that a constituent had a concern about title theft and asked if there was a mechanism to contact the owner when there was a transfer of a title.

Mr. Wilmot stated that he was not aware of a mechanism, but he would look into it. He advised that he believed that the Circuit Court Clerk was compelled to record documents that were presented in a recordable fashion.

7. County Administrator Items

Ms. Steele showed a book titled "Plain Paths and Dividing Lines" and stated that Ms. Cathy Dale, Clerk of the Circuit Court, along with Mr. Bill Lawrence, helped to provide maps for the book. Their assistance was acknowledged by the author. She reminded the public about the upcoming Christmas and Holiday Parade and the new Festival of Trees event. November 30th will be small business Saturday.

Dr. Orth asked for a follow up on the towers that had previously been owned by Verizon and whether the change in ownership would help with broadband and utilities.

Ms. Steele stated that it was doubtful that there would be a benefit because of the rent and user fees being charged to locate on the towers.

8. Scheduled Presentations

a. Presentation of Virginia Association of Counties (VACo) 2024 Achievement Award – James Hutzler – VACo Government Relations Associate and Quinton Sheppard – Director of Community Engagement & Public Information

Mr. Hutzler thanked the Board for having him and for their work providing for Gloucester. He stated that it was his distinct privilege to present the VACo (Virginia Association of Counties) achievement awards. He provided a brief history of VACo, noting that it had been in existence since 1934 serving counties through a variety of means. He advised that he was proud to present Gloucester County with an achievement award for the modernizing the Beehive program.

Mr. Sheppard thanked Mr. Hutzler. He stated that it had been a dream for a while to have the Beehive turned into a higher quality publication while also saving the County about \$22,000 per year. He noted that the Beehive served a great purpose of getting into the hands of every single mail receptacle in the County. However, over the years they found that many were being thrown in the trash. Staff felt it would be good to change with the times and make it a high quality magazine style publication. He thanked citizens for being receptive to the change. He noted that media specialist,

Savannah Haugdahl, was a key player and was the one designing the publication every quarter.

All in attendance gave a round of applause.

Ms. Steele stated for the benefit of the Board and audience, that the awards were very competitive. She noted this was not a case where anyone that applied received an award.

b. Open Broadband Update – Alan Fitzpatrick – Chief Executive Officer, Open Broadband

Mr. Fitzpatrick advised that he would provide a high level view of the current project and answer questions. He began with a brief summary from the last update. He advised that they had deployed fixed wireless equipment on multiple County towers, and he noted those locations. He stated that there were two fiber circuits currently in place with a third on order. He reviewed the issues with the original Nokia equipment and stated that the Nokia equipment was replaced with Torana equipment. He noted that the Torana equipment was providing 100x20 megabits per second speed which exceeded the planned 25x3. He stated that Open Broadband's portion of the VATI (Virginia Telecommunication Initiative) project was completed. He advised that they were actively marketing in each of the tower areas. He reviewed the marketing efforts to include social media, door hangers, postcard mailers, and yard signs. He stated that the biggest downside that they had seen so far was the reach of the wireless technology. He noted that they were happy with the speed and quality of the service, but the quantity of customers was not optimal. He stated that Open Broadband was currently subsidizing the operational cost each month. He reported that for those customers that they had been able to serve, the customer satisfaction ratings were high.

Mr. Fitzpatrick then reviewed the next steps. He stated that they believed in a success-based model. He noted that they wanted to provide service to as many people as they could. He noted that they were actively marketing to locations where they could provide coverage. For residents outside of the coverage area, they were installing Starlink and cellular options. He advised that the goal was to get people connected. He stated that they were using customer demand to decide where additional equipment and towers needed to be installed. He then reviewed the company's commitment with the County. He stated that they would continue to focus on high speed and affordable broadband service to all serviceable residents, and they would continue to provide updates to the County on a regular basis. He advised that the original smaller towers for this project remained on-hold until demand and delivery justified the expense. The unused and in-service equipment had been inventoried and that was provided to the County. He noted that they understand that the County will not be providing the balance of funds for year two and three, and that the County may end the free tower leases at the end of October 2025. He noted that the County understands that Open Broadband has been subsidizing operational expenses from other markets and there

does need to be a turn-around in signups to sustain the coverage. He stated that the current revenue covers the fiber leases and the tower lease at James Store. He noted that they were committed to continuing to service all currently active customers. He concluded that they wanted to serve as many people as possible. Success based growth was their business approach. He stated that they appreciated the support from the County.

Mr. Bazzani asked about the 133 possible connections in the area where only five customers took the service.

Mr. Fitzpatrick stated that there were two reasons for the low number of connections. The signal did not cover 100% of the area, so there were some who wanted the service but were not reachable. The other issue was that some customers who could be covered, declined the coverage.

There was a brief discussion on the VATI area.

Dr. Orth asked how many customers were connected in Gloucester and how many were necessary to break even.

Mr. Fitzpatrick advised there were currently just under 20 customers. He noted the number of customers needed depended on the costs. He stated that generally 100-125 customers per tower was a good number. He noted that they were excited about the Gloucester Point circuit coming up.

Mr. Hutson stated that the free use of the County towers would end in October next year. He asked if the County began charging for the use of the towers, if that would be the last day for Open Broadband.

Mr. Fitzpatrick stated that they were going through the financials and hoped to have a recommendation by the end of the year.

There was additional discussion on the number of customers and marketing efforts.

In response to a question, Ms. Steele stated that there was a broadband hub on the County website. She noted that letters had been sent to the homes in the current coverage area that had no trespassing signs or did not answer when Open Broadband was out knocking on doors. She advised that so far, the County had received four very enthusiastic responses to those letters.

Board members asked questions about the cost for service and customer service lines for connected customers.

Mr. Fitzpatrick stated that the installation fee was \$150, and service was \$64.99 per month with unlimited usage. He noted that they not only had customer service available by phone, but Mr. Reid would also show up at a customer's house to fix any issues.

After further discussion, Mr. Fitzpatrick concluded that they were trying to be creative and to find other ways to get citizens connected, but the volume of customers did need to increase.

9. Citizens' Comment Period

HOWARD MOWRY - YORK DISTRICT

Mr. Mowry recommended that the County work with VDOT (Virginia Department of Transportation) to install reflective strips and fluorescent bases on street signs. He stated that access from Tidemill to 17 needed to be widened as citizens could sit for three rounds of the light before getting out. He noted that everywhere we go we were being photographed. Tonight there would be information about cameras in school zones. He asked where the cameras would be, what the cost would be, and whose budget would be affected. He noted that he recently took a trip across the country and people with disabilities were not serviced by businesses. He stated that no business should be grandfathered. He recommended that the County's compliance officer inspect every business to confirm they were handicap accessible.

10. Public Hearings - 6:00 p.m.**a. Public Hearing to Consider the Annual Update of Gloucester County Code Chapter 6 Stormwater "Watershed Map" – Kevin Landry – Environmental Programs Manager**

Mr. Landry stated that the watershed map started in 2019, and he reviewed the history. He noted that for projects under one acre, there was a three tiered approach with low, medium, and standard requirements. He noted that there were eleven HUC (Hydrologic Unit Codes) in Gloucester. The higher the number, the more impervious the area and the more stringent stormwater requirements. He noted that the watershed map was required to be updated annually. He reviewed the 2024 update which led to small imperviousness increases across most of the HUCs. He noted that there were no tier changes and there were no areas subject to the most stringent criteria.

Dr. Orth asked what the percentages meant in terms of development.

Mr. Landry stated that once over 7.5% impervious area, then for projects under one acre, the standard level requirements would have to be met. Under 7.5% made it easier to do the engineering.

There was a brief discussion on the classification of the Beaverdam Reservoir as impervious and it was noted that was still an issue on the Board's legislative agenda.

Mr. Hutson opened the public hearing for citizen comment.

There being no speakers, Mr. Hutson closed the public hearing and turned the matter over to the Board.

Mr. Chriscoe stated that DEQ (Department of Environmental Quality) and the legislators needed to fix the issue [with Beaverdam]. He noted that he had never seen water run off of water.

Mr. Wilmot stated that the Board could vote no on the ordinance update. He noted that the requirements were that the Board adopt the map and update it annually. If the Board does not adopt the map, then the tiered approach could not be used.

There was additional discussion on gravel driveways and imperviousness.

After the discussion, Mr. Chriscoe moved, seconded by Dr. Orth, to adopt the ordinance. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

AN ORDINANCE TO AMEND CHAPTER 6 OF THE GLOUCESTER COUNTY CODE ENTITLED “STORMWATER MANAGEMENT” BY AMENDING SECTION 6-2.1 ENTITLED “WATERSHED MAP; WATER QUANTITY TIERED APPROACH” TO ANNUALLY UPDATE THE WATERSHED MAP AS REQUIRED BY VIRGINIA CODE SECTION 62.1-44.15:27.2

WHEREAS, Section 62.1-44.15:27.2 provides that any eligible locality which elects to use certain control standards shall adopt an official map that indicates the percentage of impervious cover in each watershed and update the map annually; and

WHEREAS, the County approved the initial watershed map based on the approved three-tiered methodology on September 3, 2019; and

WHEREAS, the County has updated the watershed map to reflect updated impervious conditions based on data from August 1, 2023, to July 31, 2024; and

WHEREAS, the Gloucester County Board of Supervisors has held a duly advertised public hearing on the updated watershed map on November 6, 2024; and

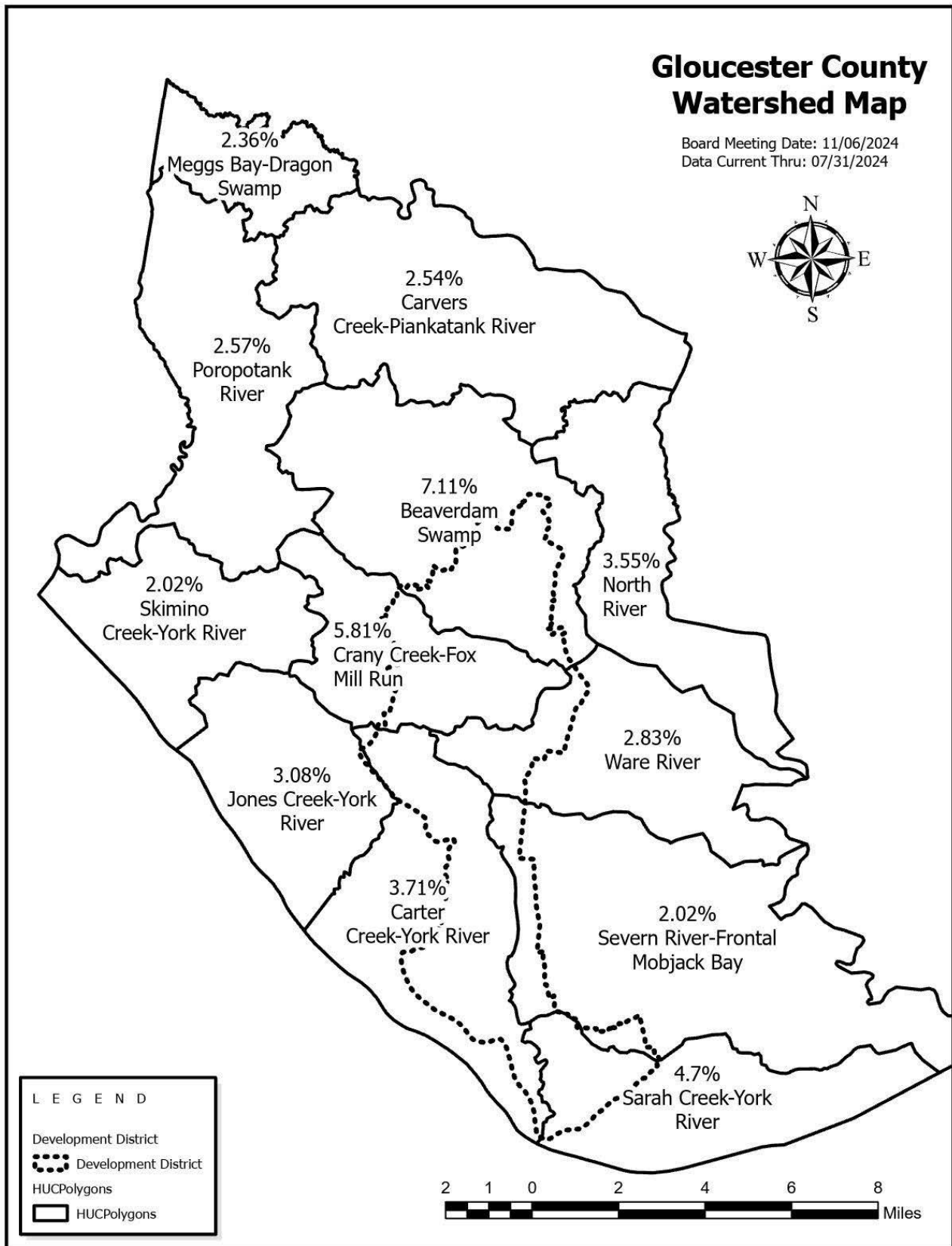
NOW, THEREFORE BE IT ORDAINED, that the Board of Supervisors hereby approves the updated map titled, “Gloucester County Watershed Map,” dated November 6, 2024, which will be recorded in the Clerk’s office within 30 days, which map is attached hereto and incorporated herein.

NOW, THEREFORE BE IT FURTHER ORDAINED that this updated watershed map be adopted and included in the code and that Section 6-2.1 of Chapter 6 of the Gloucester County Code Entitled “Watershed map; water quantity tiered approach” be amended as follows:

Sec. 6-2.1. Watershed Map; water quantity tiered approach.

The county hereby adopts the Watershed Map dated October 3, 2023 **November 6, 2024**. The Watershed Map shows: (1) the boundaries of the county; (2) the boundaries of each watershed located partially or wholly within the county; (3) the percentage of impervious cover within each watershed; and (4) the locations where development is expected or proposed to occur. A copy of said map shall be filed in the office of the clerk of the circuit court.

For determining the water quantity technical criteria applicable to any land disturbance equal to or greater than 2,500 square feet but less than one acre, the county shall use tiered water control standards based on the percentage of impervious cover in the watershed. The tiered approach shall be consistent with the applicable regulations of the Virginia Department of Environmental Quality. The basis for this tiered approach shall be the Watershed Map of the county.



\\...Projects\Environmental\HUC Unit Tracking

11. Regular Agenda

a. Fixed Radar Program in School Zones – Darrell Warren – Sheriff, Gloucester County Sheriff’s Office and Martin Plank – Vice President of Sales, Altumint

Sheriff Warren stated that the Sheriff’s Office had fielded complaints for years about speeding in school zones. He noted that Mr. Plank of Altumint was with him this evening. He stated that he invited Mr. Plank down last year and the company offered to set up a temporary system at two school zones. He noted that his office selected Petsworth and Achilles schools. He stated that over the two day period 25-36% of the cars coming through the school zones were speeding ten miles over the posted limit.

He advised that this was not about fines but was about creating a safe environment for the kids, bus drivers, and parents. He noted that the launch of York County's school zone cameras had been successful. He invited Mr. Plank to make comments.

Mr. Plank reviewed the data that was collected during their test monitoring. At Petsworth, there was an average of 252 violations per day and 158 per day at Achilles. In response to a question, he stated that the violations were only when the yellow lights were flashing and in Gloucester, they only flashed for 30 minutes. He advised that the goal of their program was to reduce the speeding, and their program should reduce those numbers by 90% fairly quickly. He stated that in York County, there was a public information campaign, and then a 30 day warning period. After the launch, York County saw a decrease right away from over 3700 during the study period to just over 1100 after launch.

Mr. Bazzani asked about the cost.

Mr. Plank stated that it was a zero dollar cost to the County as it was a 100% violator funded program.

Sheriff Warren thanked Ms. Christine Joyce in Purchasing and Mr. Wilmot, the County Attorney for all their work and help on this program.

There was additional discussion on where the cameras would be placed, data collected, and rental vehicles or non-owner drivers.

Mr. Wilmot noted that this program was different than the school bus stop arm legislation which required that the Board to pass an ordinance to implement that program. The enabling legislation for this program did not require the adoption of an ordinance. He noted that there likely would be a warning period and asked about the review of the violations by the Sheriff's office.

Mr. Plank confirmed that there would be a warning period after the installation. He noted that the law required that a sworn law enforcement officer review all violations.

Mr. Chriscoe asked about the fee for violation.

Mr. Plank stated that the fine was \$100 and \$14 was retained by the company with the rest being sent to the County.

Mr. Chriscoe asked about those funds.

There was discussion by the Board on utilizing the funds to provide extra help for the Sheriff's office due to the additional task.

Mr. Chriscoe recommended that a dedicated line item be set up for those funds.

There was a brief discussion on the speeds in the school zones.

Mr. Nicosia asked if there was a legal penalty for repetitive violators.

Sheriff Warren stated that there was not as this was a civil penalty but if they noticed there were repeat violators, they could station a deputy at the location.

Mr. Chriscoe moved, seconded by Dr. Orth, to approve the resolution for the implementation of the program. The motion carried and was approved by the following

roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

RESOLUTION TO SUPPORT THE IMPLEMENTATION OF SPEED MONITORING DEVICES IN SCHOOL CROSSING ZONES AND TO AUTHORIZE THE EXECUTION OF THE CONTRACT BY ALTUMINT, INC. AND GLOUCESTER COUNTY

WHEREAS, Virginia State Code Section 46.2-882.1 authorizes photo speed monitoring devices in highway work zones, school crossing zones, and high-risk intersections segments; and

WHEREAS, the safety and security of the County’s school children is of paramount importance; and

WHEREAS, the Gloucester County Sheriff’s Office has been exploring options for adding fixed mounted radars in school zones for quite some time; and

WHEREAS, at the request of the Sheriff’s Office, Altumint, Inc. set up temporary systems at Petsworth and Achilles Elementary Schools to determine the need for monitoring in the County, resulting in violation rates of 25% and more during morning and afternoon school hours; and

WHEREAS, a proposed contract with Altumint, Inc. has been drafted and reviewed by all parties that will provide for the installation of photo speed enforcement cameras at all nine school zones in the County.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors supports the installation of speed monitoring and enforcement devices in school crossing zones for the safety of school children.

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to act on behalf of the County to execute a contract for the implementation of a comprehensive speed enforcement program in all nine school zones in the County, substantially the same as the contract attached hereto.

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GLOUCESTER COUNTY
STANDARD CONTRACT
Altumint, Inc.
Speed Enforcement Program

Subject to Cooperative Contract No. ADMN2400470, issued by the City of Chesterfield, Virginia

This Contract entered into this ____ day of _____ 2024, by Altumint, Inc., with office located at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, hereinafter called the "Contractor" and Gloucester County, hereinafter called the "County". The Gloucester County Sheriff and/or their designee are solely responsible for the administration of the contract.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide all labor, materials, equipment, technical expertise and supervision to provide a comprehensive speed enforcement program on behalf of the County as outlined in Attachment A.

COMPENSATION/INSURANCE: Compensation will be made pursuant to Attachment B. Insurance shall be secured as outlined in Attachment C, before work is to begin.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the description or scope of work, any general conditions, special conditions, specifications, and other data contained that may be in the City of Suffolk's solicitation No. RFP ADMN24000142 dated November 29, 2023, together with all written modifications and the negotiated agreement dated May 3, 2024, all of which are incorporated herein by reference.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED: During the performance of this contract, the Contractor agrees as follows:

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

(Remainder of this page intentionally left blank)

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS: The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

TERM OF THE CONTRACT: The Contract shall be effective upon signing of this Contract and shall end three (3) years after County acceptance of installation of cameras. The County shall have the exclusive right to renew coverage for up to four (4) additional one-year terms at sole option of the County. Unless notified in writing up to thirty (30) days prior to the end of the current term, this contract shall automatically renew.

TERMINATION WITHOUT CAUSE: The County may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Contractor by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Quotation or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the County terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the County any work completed or in process for which payment has been made.

TERMINATION WITH CAUSE/DEFAULT/CANCELLATION: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the County may give Contractor written notice of such default by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Contractor's Bid Proposal or as provided in this Contract. Unless otherwise provided, Contractor shall have twenty (20) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the County any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be

(Remainder of this page intentionally left blank)

immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

INDEPENDENT CONTRACTOR: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this Contract that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.

AMENDMENTS/MODIFICATIONS: The parties may amend this Contract at any time, in writing, by mutual agreement. The Purchasing Agent or his designee may execute such amendments on behalf of the County.

GOVERNING LAWS AND COURTS: This Contract is subject to the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, Code of Virginia).

CONTRACTUAL DISPUTES: In accordance with § 22-63, Code of the County of Gloucester, Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, who shall render a final decision within forty-five (45) days.

SEVERABILITY: If any provision of the Contract resulting from this application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this Contract shall be valid and enforced to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SHERIFF

By: _____

Date: _____

Virginia State Corporation Commission I.D. No. 11258037

Approved as to form Edwin H. Hildner 9-25-2024
County Attorney Date

GLOUCESTER COUNTY
ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES

The Contractor shall, using its professional staff members, provide the equipment and services as stated in the Contract Documents, as necessarily and appropriately modified to apply to Gloucester County rather than the City of Chesterfield. It is understood and agreed that all work shall be accomplished in strict compliance within the provision of the Contract documents. Key personnel and approach shall be in accordance with the Contractor's proposal.

The Contractor shall maintain and repair all equipment and software required to operate the speed enforcement system. The Contractor will maintain accurate and complete financial records of the program in accordance with generally accepted accounting principles. The Contractor is responsible to furnish all necessary construction, permitting, power, and communications necessary to operation the automated traffic enforcement program.

The Contractor shall appoint a qualified implementation manager to assist the County during the implementation of the program. The implementation manager will deliver a detailed project plan that includes a go live date for 120 days post contract signing that includes a day for day slide for any delays outside the vendor's control. The Manager shall coordinate all construction activities, permit applications, template creation for notices of violation, definition of data retention policy, public information campaign planning, and business rule development.

The Contractor shall appoint a Program Manager to be the County's primary point of contact for all program needs. This includes operational data reports, system health and queue reporting, and preparing any information required for FOIA requests. The business rules document will be prepared and executed by both parties that will define the site locations and type of active enforcement, along with processing rules and primary points of contact.

The County reserves the right to obtain additional related services from Contractor during the term of this Contract.

Maintenance and Support

Contractor will, in a timely and prompt manner, maintain and service the Monitoring System and assist County personnel who use the Monitoring System. Contractor will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours, Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to County or anyone else, except as provided in this Contract.

Training

Contractor at no additional charge to County, will be responsible to train County to use the Monitoring System. This includes training new users as staffing assignments may change at the sole discretion of the County.

Service Locations.

Contractor shall provide to County, without charge, technical advice as to the feasibility of proposed Service Locations. The County reserves the right and authority to approve or disapprove any proposed Service Location(s).

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Citizen Inquiries

Contractor shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (EST), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding topics such as citations, billing and payment procedures and status of payments and hearing dates. Contractor may employ the services of a customer service call center; County specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Contractor, in consultation with County, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Contractor shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

Collections

Contractor acknowledges that County may contract with a third party for the collection of unpaid citations issued pursuant to the terms and conditions of this Contract and past due debt owed to County resulting from past due citations, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Contractor shall not be responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred relating to the County's debt collection activities. Contractor is hereby authorized to provide a third party with whom the County contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but County is not obligated to use the third party provided by Contractor. Contractor's obligations to cooperate and provide information to any third party with whom the County contracts to provide debt collections services shall continue throughout the term of the Contract and for a period of twenty-four months following the termination of this Contract. County agrees to pay Contractor an additional Processing and Administration Fee set forth in (Attachment B: Fees for Services) for providing information and administrative services for the collection effort performed by a third party.

The Contractor confirms implementation timeline to approximately 120 days.

The Contractor confirms the following training procedures:

Our classes include frequently asked questions, procedural walkthroughs, and hands-on learning. The Contractor will work with the County develop a customized training plan and schedule. Below is a summary of the types of training offered.

Training	Initial Training	Class Size	Follow-up Frequency
Police Officer/Approver	Before Warning Period	Up to 20	As Needed
Financial	During Warning Period	Up to 5	Monthly
Court	During Warning Period	Up to 20	Monthly
IT	During Warning Period	Up to 5	As Needed

The Contractor shall provide onsite training and training through Microsoft Teams 30 days before the warning period. In addition to the initial training required at program launch, The Contractor is also available to offer training throughout the program life cycle (for example, for officers assigned to temporary desk duty). The Contractor encourages annual refresher training for all officers

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approving citations.

No IT system support should be required since this is a web-based solution. County employees will only need to use a web browser to access the system. The program manager will provide Vioview system support, serving as the escalation point for end user questions, system issues, or requested enhancements.

The Contractor confirms to work with the County to design and provide data and materials in conjunction with the Community Enhancement Strategy through their Public Information Office which educates the public about their automated traffic enforcement programs to foster understanding, build trust & promote safer and more informed environment on the roads, Items to be included are as follows:

- Press release templates and quotes from the CEO
- Media communication support as needed
- Custom communication plans based upon the specific needs of the community (can include warning period launch support, and additional campaigning needs to ensure effective public awareness)
- Templated assets for digital campaigning (social media graphics, etc.)
- Templated assets for print media (flyers, postcards, large format prints, etc.)

The Contractor confirms to work with the County to incorporate the County’s messaging into its public portal where payments can be made and violations can be viewed.

GLOUCESTER COUNTY
ATTACHMENT B
FEES FOR SERVICES

Service Locations: The County desires to install photo speed enforcement at all schools. The Contractor shall enforce at all nine (9) school zones, which will require eighteen (18) total cameras. The County will have a total of eighteen (18) systems across nine (9) school zones.

Pricing: Turn-Key Revenue Sharing Program:

\$14.00 of each citation issued for which the civil penalty is actually paid by or on behalf of the person to whom the summons was issued shall be paid to the Contractor, for providing the services as contained in this agreement.

This amount (\$14.00 per summons actually collected) shall be in full satisfaction of all the County’s financial obligations to the Contractor under this Agreement.

Pricing shall remain firm in effect for the initial term and all renewal periods.

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GLOUCESTER COUNTY
ATTACHMENT C
INSURANCE

INSURANCE

The Contractor certifies it will have the following insurance coverage by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits required, unless otherwise noted:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$500,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability/Errors and Omissions - \$500,000 – per occurrence.

b. Request to Modify the American Rescue Plan Act (ARPA) Spending Plan – Carol Steele – County Administrator

Ms. Steele stated that there was information outlined in the Board packet on funds that would not be used for broadband and on specific items in utilities that were not going to be able to be obligated to be spent by the deadline for American Rescue Plan Act (ARPA) funds. The recommendation was to dedicate all of those funds to utilities for other projects. The funds must be committed by December 31st and spent by the end of 2026.

Mr. Bazzani asked about the Boys and Girls Club.

Ms. Steele stated that there had not been any discussion on opening the funds up to outside entities.

Mr. Hutson expressed some concern with the \$1.2 million for the RO (Reverse Osmosis) skids.

Ms. Legg stated that the \$1.2 million was for several different projects. She noted that since she was last in front of the Board in May, they had vetted about eight different projects through Mr. Wilmot's office.

After confirming that Ms. Legg was comfortable that the funds could be encumbered by December 31st, he moved to approve the resolution. Dr. Orth seconded the motion. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

A RESOLUTION APPROVING MODIFICATION OF THE AMERICAN RESCUE PLAN ACT SPENDING PLAN FOR UTILITIES PROJECTS

WHEREAS, Gloucester County has received \$7,254,411 of Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (ARPA), comprised of \$3,627,205.50 in FY2022 and \$3,627,205.50 in FY2023; and

WHEREAS, of the total \$7,254,411 in ARPA funds allocated to Gloucester, \$6,050,232.89 has been spent on various initiatives approved by the Board, leaving \$1,204,178.11 unspent; and

WHEREAS, \$61,935.37 of the \$1,204,178.11 remaining is allocated for the Membranes RO Skid #1 project, which is ongoing and expected to be completed before the required deadline; and

WHEREAS, ARPA funding is required to be obligated by December 31, 2024, and spent by December 31, 2026; and

WHEREAS, Gloucester County Public Utilities has urgent projects that have been deemed eligible for ARPA and are able to be procured and completed within the legally required timeframes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby authorizes the County Administrator to reallocate remaining ARPA funding of \$1,142,242.74 to Utilities equipment and infrastructure projects that have been deemed eligible for ARPA funding by the County Attorney.

c. Aberdeen Creek Dredging Update – George Bains – Deputy County Administrator

Mr. Bains stated that several years ago, the County was given a grant from the Virginia Port Authority to dredge Aberdeen Creek. He noted that the original plan was to utilize a portion of the State Park for the spoils, but based on restrictions, that was not possible. The PDC (Middle Peninsula Planning District Commission) explored different options for what to do with the dredge spoils. After consideration of a large number of options, the PDC developed and submitted a grant application to DCR (Department of Conservation and Recreation) to use the dredge spoils to rebuild a spit. Both the grant from the Port Authority and the grant from DCR will be managed by the PDC. The best case scenario would be if the bids came in under the grant amount. The worst case would be that it was not covered by the funds, and the County would give up the Port Authority grant.

After a few comments, Dr. Orth noted that there had been some interest in the past in buying a dredge.

Curt Smith, Deputy Director of the PDC, stated that the General Assembly had appropriated funds to the Virginia Port Authority for that purpose. There were some issues with the wording of the legislation that needed to be fixed to allow access to the funds. Delegate Hodges remediated that during the last session and those funds would be able to be transferred from the Port Authority to the Middle Peninsula Public Access Authority. In reference to the current project, it would be a design/build procurement for the spit to determine the cost.

Ms. Steele noted that the agreement with the PDC would need to be updated and reviewed by the County Attorney. After that, the agreement could be on a future consent agenda since the Board had received this update.

The Board agreed by consensus.

d. Consideration of Ordinance Amending Several Sections of Chapter 9 of the Gloucester County Code – Garbage and Refuse – Ted Wilmot – County Attorney

Mr. Wilmot stated that there was no action required on this item tonight. It was an opportunity for the Board to review the current version of Chapter 9. He stated that several years ago the Clean Community Coordinator suggested some changes to the chapter. He noted that a draft amendment was circulated. It had been several years and finally all the relevant departments had chimed in and recommended changes to Chapter 9. He reviewed some of the recommended changes. He advised that this evening was a time to review the ordinance to see if there was anything else that the Board wanted to change or to address any questions.

Mr. Hutson stated that he thought that waste hauling and recycling were used interchangeably in some sections, and they should be separated. He noted that he would meet with Mr. Wilmot to discuss.

It was the consensus that Mr. Hutson and Mr. Wilmot would discuss additional needed changes.

e. Discussion and Adoption of the County’s 2025 Legislative Agenda – Carol Steele – County Administrator

Ms. Steele stated that the draft legislative agenda had been out for review and no additional edits had been received. She noted that on page 123 of the packet was the legislative request on the item discussed earlier related to the impervious water.

There was a discussion on the operations and maintenance of the Coleman Bridge and the toll proceeds for repayment of the remaining debt.

Mr. Chriscoe noted that Mr. Landry had indicated earlier that every gravel driveway over 200 feet had been captured and as a result, every HUC (hydrologic unit code) had increased. He stated that gravel was a pervious surface agent, and he recommended adding gravel driveways as part of the issue with the impervious item.

There was a brief discussion on the change to the language on item three on the agenda to include "gravel areas".

Mr. Chriscoe moved, seconded by Mr. Smith, to approve the legislative agenda as amended. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

A RESOLUTION APPROVING THE COUNTY’S 2025 LEGISLATIVE AGENDA

WHEREAS, because of the applicability of Dillon's Rule in Virginia, Gloucester County is dependent upon the General Assembly to adopt specific enabling legislation in many instances in order to enable the County to provide efficient and effective services and government to its citizens; and

WHEREAS, the County has developed a Legislative Agenda for the consideration of the 2025 session of the General Assembly which outlines certain legislative policies which the Board believes ought to guide the General Assembly; and

WHEREAS, the Board has obtained input from several sources and after careful consideration, believes its legislative agenda is in the best interests of the citizens of Gloucester County.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that this Board hereby approves the County's 2025 Legislative Agenda incorporated herein and attached hereto and commends it to the County's representatives in the General Assembly for action.

Gloucester County Legislative Agenda – 2025 General Assembly

Legislative Requests for Action

- 1. Fund build-out of Machicomoco & Middle Peninsula State Park
- 2. Implement Transient Occupancy Tax Collection in State Parks
- 3. Exclude drinking water impoundments from definition of impervious land area
- 4. Increase funding of Planning District Commissions
- 5. Fund capital improvements at the Virginia Institute of Marine Science

Legislative Priority Positions

- 1. State Funding for Public Education
- 2. Local Authority Granted to Counties
- 3. Funding for Broadband
- 4. Actions to Optimize Paying off the Debt on the Coleman Bridge
- 5. Transportation Funding
- 6. Use of Automated License Plate Reading Cameras within the VDOT right of way
- 7. Flood Preparedness
- 8. Funding for the Removal of Abandoned Derelict and Sunken Boats
- 9. Funding for the Victims Services Grant
- 10. Funding for Electric Vehicle Charging Stations
- 11. Funding for Dredging

Legislative Requests

1. Fund build-out of Machicomoco & Middle Peninsula State Park

Gloucester supports full funding for the development of Machicomoco State Park, including the Main and West Units, to provide active and passive recreation opportunities, river access for park visitors, additional lodging opportunities and facilities to accommodate hosting a variety of programs and events for park visitors.

2. Implement Transient Occupancy Tax Collection in State Parks

Gloucester County supports legislation that would extend the application of local lodging taxes to state parks where camping/lodging activities occur. The tax is charged at private facilities and the minimal increase will not impact the use of state parks. A portion of the tax must be spent solely for tourism and travel, marketing of tourism initiatives or related activities. These funds will help localities, especially those with limited tourism budgets, to market tourist attractions including the State parks.

3. Exclude drinking water impoundments and gravel areas from definition of impervious land areas

Gloucester County asks that the General Assembly review the DEQ - VRRM spreadsheet methodology to exclude monitored drinking water impoundments from the "wet pond" impervious land cover type and gravel areas. With the approval of COV Section 62.1-44.15:27.2 for water quantity tiered approach, rural coastal localities are unable to fully benefit from its implementation, as engineering design/construction costs for projects in many HUCs remain high due to the inclusion of such drinking water impoundments and gravel areas being classified as impervious.

4. Increase funding of Planning District Commissions

Gloucester County appreciates the additional funding the General Assembly provided to Planning District Commissions in FY25 and asks that the balance of the request be provided in FY26 (\$125,000 per PDC).

5. Fund capital improvements at the Virginia Institute of Marine Science

Gloucester County supports continued funding of improvements at the Virginia Institute of Marine Science including completion of the Marine Operations Administration Complex that was partially funded in FY25.

Legislative Priority Positions

1. State Funding for Public Education

Gloucester County supports full state funding for public education, including the Standards of Quality (SOQ) as recommended by the Board of Education and the Joint Legislative Audit & Review Commission (JLARC). As long as these recommendations coincide with prevailing local practice, targeted incentive programs, capital, and maintenance support, and teacher salaries. Full state funding should be achieved without reduction to other parts of state public education budgets or to other core services.

Gloucester supports full restoration of budget cuts, including the elimination of the funding cap on support positions, and full reinstatement of the Cost of Competing Adjustment “COCA” for support staff.

Gloucester urges the General Assembly to approve and fund strategies addressing the teacher shortage in the Commonwealth and funding for school construction costs.

2. Local Authority Granted to Counties

Gloucester County supports relaxation of the Dillon Rule by enhancing local authority and autonomy in matters including land use, revenue measures, procurement, and other issues of local concern. Gloucester County supports extending powers currently granted to some local governments to all local governments. Gloucester County opposes legislation that erodes local authority.

Specific concerns:

- Gloucester County opposes any legislation that limits or restricts local authority to regulate home-based businesses, including short-term rentals regardless of whether services or goods are purchased through an online hosting platform
- Gloucester County supports responsiveness by the Virginia Department of Transportation (VDOT) to localities’ individual needs rather than determination of needs by the Commonwealth Transportation Board (CTB). Gloucester County supports the expansion of authority and discretion of Resident Administrators of VDOT to approve modifications to design standards where appropriate with local needs, including reduction of speed limits.

3. Funding for Broadband

Gloucester County supports the Commonwealth providing financial supplements to broadband providers to ensure universal affordable internet access in Virginia. The County also supports projects being expedited through efficient grant programs and financial incentives to providers so that broadband access can be achieved as quickly as possible.

4. Actions to Optimize Paying off the Debt on the Coleman Bridge

Gloucester County recognizes the final payment on the original bond for widening the Coleman Bridge was made in June 2021 leaving only the toll operations and repayment of Toll Facility Revolving Fund (TFRF) to be paid for with toll proceeds. The County further acknowledges that with a balance of approximately \$33M owed, the latest estimate for paying off the TFRF is 2033.

As the Virginia Department of Transportation reviews the need to replace toll collection equipment, Gloucester County requests that a financial analysis be conducted to determine efficiencies and savings of operational costs with the new equipment. Further, Gloucester County maintains its standing request for a seat at the table when matters concerning the Coleman Bridge are contemplated, as Gloucester County residents pay the highest percentage of all toll revenues.

5. Transportation Funding

Gloucester County supports additional state funding to address the secondary road needs of counties throughout the Commonwealth, including additional funding for the paving of unpaved roads. Gloucester County supports changes to simplify the Smart Scale process for allocating transportation funds to reduce time and costs to prepare and review applications.

Gloucester County also supports legislation and policy initiatives that would require VDOT to both address ditches, outfalls, and flooding of roads, and plan ahead for sea level rise/land subsidence.

6. Use of Automated License Plate Reading Cameras within VDOT right of way

Gloucester County supports the use of VDOT right of way for placement of license plate reading cameras to help with crime investigation and crime reduction. Use of public right of way will allow for additional and strategic camera placement.

7. Flood Preparedness

Gloucester County supports continued funding and resources that assist localities in preventing and reducing the impacts of flooding. Gloucester County supports greater flexibility in these programs and funding sources that will maximize their benefits and best suit local and regional needs.

8. Continue Funding for the Removal of Abandoned Derelict and Sunken Boats

Gloucester County supports the continued state funding for the removal of derelict and sunken boats. Working with the Virginia Marine Resources Commission (VMRC) grant program is the most viable way the County has to respond to the problem.

9. Funding for the Victims Services Grant

Gloucester County supports full funding of the Victim Services Grant and that the General Assembly supplement federal funds to keep the program whole and able to meet needed services of victims of crime.

10. Electric Vehicle Charging Stations

Gloucester supports expansion of state and federal funding to provide for the availability and installation of interoperable, electric vehicle charging stations in collaboration with localities to US Highways.

11. Funding for Dredging

The County opposes the US Coast Guard’s abandonment of channels and removal of Aids to Navigation and supports continued funding of dredging projects that maintain the economic viability of our coastal waterways.

12. First Responder Recruitment, Retention, Training, and Support

Gloucester County urges the General Assembly to provide additional resources that would assist local governments with the recruitment, retention, training, and support of first responders such as law enforcement, fire and EMS personnel, and 9-1-1 dispatchers.

f. Board Appointments

Clean and Green Advisory Committee

Mr. Chriscoe moved, seconded by Dr. Orth, to appoint Mr. Horine to the Clean and Green Advisory Committee. The motion carried and was approved by a unanimous voice vote.

CLEAN & GREEN ADVISORY COMMITTEE

WHEREAS, the Gloucester County Board of Supervisors has created the Clean & Green Advisory Committee to serve as the advisory body for the Gloucester County Board of Supervisors on matters affecting the quality of the local environment; and

WHEREAS, the Gloucester County Board of Supervisors is the appointing authority for said committee; and

WHEREAS, the Board has learned that an appointment is needed to this Committee and is now ready to make these appointments; and

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individuals be hereby appointed to the Clean & Green Advisory Committee for a term which shall begin immediately and shall expire on October 31, 2025.

Anthony Horine
6782 Amanda Ct
Gloucester, VA 23061

Economic Development Authority

Mr. Chriscoe moved, seconded by Dr. Orth, to reappoint Mr. Rilee to the Economic Development Authority. The motion carried and was approved by a unanimous voice vote.

ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, the Gloucester County Board of Supervisors has created an Economic Development Authority to facilitate the orderly development of business in our community; and

WHEREAS, the Gloucester County Board of Supervisors must, from time to time, appoint qualified individuals to serve on the Authority; and

WHEREAS, the Gloucester County Board of Supervisors has learned that (re)appointments to the Authority are needed.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individual be hereby reappointed to the Gloucester County Economic Development Authority for a term which shall begin on January 1, 2025, and expire December 31, 2028.

Christian "Buddy" Rilee
County-Wide

Historical Committee

Mr. Chriscoe moved, seconded by Dr. Orth, to make all reappointments to the Historical Committee. The motion carried and was approved by a unanimous voice vote.

HISTORICAL COMMITTEE

WHEREAS, the Gloucester County Board of Supervisors has previously appointed an Historical Committee to advise the Board concerning matters of historical importance in our community; and

WHEREAS, the Gloucester County Board of Supervisors is the appointing authority for said committee; and

WHEREAS, the Gloucester County Board of Supervisors has learned that appointments are needed to this Committee; and

WHEREAS, the Gloucester County Board of Supervisors is now ready to make these appointments.

NOW, THEREFORE BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individuals are hereby reappointed to the Gloucester County Historical Committee for terms which shall expire on December 31, 2027.

Brent Heath
Ware District

Daniel Fary
County-Wide

Thane Harpole
York District

Dr. Wesley Wilson
Abingdon District

Bill Lawrence
At-Large

Bill Weaver, Jr.
At-Large

Chad Scott
County-Wide

L. Preston Higgins
Petersworth District

Library Board of Trustees

Mr. Nicosia moved, seconded by Dr. Orth, to appoint Ms. Poulson to the Library Board of Trustees. The motion carried and was approved by a unanimous voice vote.

LIBRARY BOARD OF TRUSTEES

WHEREAS, the Gloucester County Board of Supervisors has previously appointed a Library Board of Trustees to oversee the operation and policies of the Gloucester County Library system; and

WHEREAS, an appointment is needed to the Library Board of Trustees and the Gloucester County Board of Supervisors is prepared to make this appointment.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individual be hereby appointed to the Gloucester County Library Board of Trustees for an unexpired term that shall begin immediately and shall expire on June 30, 2026.

Haley Poulson
7031 Wellford Lane
Gloucester, VA 23061

12. County Attorney Items

There were no County Attorney items.

13. Boards and Commissions Reports

Mr. Chriscoe asked about the Middle Peninsula Alliance dues.

Ms. Cronin, Deputy Clerk, advised that she had been in contact with Ms. Kaylor, the Chief Financial Officer of the Middle Peninsula Planning District Commission. Ms. Kaylor would be sending out invoices when able.

14. Supervisors Discussion

Mr. Chriscoe stated that he was invited to the Woodville Rosenwald School a few months ago. He noted that the building had been restored and modified mostly outside of County funds. He stated that the organization was applying for a grant to fix damage that occurred during one of the early spring storms this year. He asked that the grant match amount be provided to him as soon as the organization knew what that would be so that he could discuss the possibility of providing the match with the Board. He stated that he has been notified that the match would be \$6,600 and he would like the Board to consider funding this through possibly the County Administrator contingency.

There was a discussion on possible ways to fund the match.

In response to a question, Mr. Wilmot stated that the Board did not need to make a formal motion but could direct the County Administrator to make this happen and report back to the Board.

The Board agreed by consensus for the County Administrator to move this forward.

15. Closed Meeting - no closed meeting scheduled

16. Adjournment

Dr. Orth moved, seconded by Mr. Smith, to adjourn. The motion carried and the meeting was adjourned at 8:00 p.m. by a unanimous voice vote.

Kevin M. Smith, Chair

Carol E. Steele, County Administrator



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: George Bains

TITLE: Deputy County Administrator

AGENDA TITLE: Update to the Middle Peninsula All Hazards Mitigation Plan Service Agreement

BACKGROUND / SUMMARY: The Middle Peninsula Planning District Commission (MPPDC) has received grant funding to update the 2021 Middle Peninsula All Hazards Mitigation Plan. The plan addresses several natural hazards, including but not limited to hurricanes, winter storms, tornadoes, coastal flooding, coastal/shoreline erosion, sea level rise, wildfire, riverine flooding, wind, dam failures, drought, lightning, earthquakes, shrink-swell soils, extreme cold, extreme heat, landslides, land subsidence/karst, and tsunami. The plan is required to be updated every five years. In order to continue to be eligible to apply for and receive hazard mitigation funding, Gloucester must have an approved hazard mitigation plan.

Please find attached the MPPDC Service Agreement for the update of the Middle Peninsula All Hazard Mitigation Plan as required under the Disaster Mitigation Act of 2000. The attached document is the same MPPDC Service Agreement document used for the last several years, especially for mandated projects. The document also includes the approved scope of work and the award letter from FEMA/VDEM. The local 5% cost share requirement for this plan is being paid by the localities and Gloucester's share will be \$1,170.57.

ATTACHMENTS:

Resolution
Service Agreement

REQUESTED ACTION: NO ACTION REQUESTED

Consider adoption of the resolution to enter into the service agreement for the plan update.

FOR MORE INFORMATION: Name: George Bains

Phone: 804-693-4042 Email: gbains@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SERVICE AGREEMENT WITH THE MIDDLE PENINSULA PLANNING DISTRICT COMMISSION FOR THE “MIDDLE PENINSULA PDC - ALL HAZARDS MITIGATION PLAN UPDATE”

WHEREAS, Gloucester County has experienced severe damage from a host of natural hazards such as flooding from hurricanes and nor’easters, wildfires, winter storms, tornados and lightning (among others) on many occasions in the past century that have resulted in property losses, loss of life, economic hardships as well as threats to public health and safety for all community residents; and

WHEREAS, in order to be eligible to apply for and receive Hazard Mitigation Grant Program or Pre-Disaster Mitigation funds, localities must have a Federal Emergency Management Agency approved hazard mitigation plan; and

WHEREAS, the first Middle Peninsula Natural Hazards Mitigation Plan (the Plan), was undertaken as a regional planning project with nine jurisdictions participating in its development and adoption in 2006, 2011, and 2016; and

WHEREAS, all nine Middle Peninsula jurisdictions participated in the update of the Plan in 2016 to become the Middle Peninsula All Hazards Mitigation Plan within the Federal Emergency Management Agency’s required 5-year period; and

WHEREAS, the Plan was updated in 2021 and as required under the Disaster Mitigation Act of 2000, it is time for another update;

WHEREAS, all nine Middle Peninsula jurisdictions indicated interest to actively participate in the update of this plan; and

WHEREAS, the Middle Peninsula Planning District Commission (MPPDC), on behalf of its member localities, will undertake the update of this plan in partnership with a planning team consisting of two representatives from each locality; and

WHEREAS, a draft Service Agreement between the MPPDC and Gloucester County for this update to the All Hazards Mitigation Plan has been presented for consideration by the Gloucester County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors authorizes the County Administrator to act on behalf of the County to accept and execute documents substantially similar in content to the Service Agreement presented to the Board, which Agreement is attached hereto, referenced hereby, and made a part hereof.

A Copy Teste:

Carol E. Steele, County Administrator

Service Agreement between
The Middle Peninsula Planning District Commission (MPPDC) and
Gloucester County for the Virginia Department of Emergency
Management (VDEM) “Middle Peninsula PDC – All Hazards Mitigation Plan
Update”

Grant Number: FEMA-DR-4644-VA-0004

THIS SERVICE AGREEMENT (the “Agreement”) dated this _____ day of January 2025.

BETWEEN:

Gloucester County, 6489 Main Street, Gloucester, VA 23061

(The “Client”)

AND

Middle Peninsula Planning District Commission of 4521 Lewis B. Puller Memorial Highway
Shacklefords, VA 23156

(The “Contractor”)

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. The Client recognizes the utility of a standard agreement to be used by member localities to ensure that mandates such as the Middle Peninsula multi-jurisdictional hazard mitigation plan are developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, program and authorities; and that it is an accurate reflection of the community’s values.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) necessary to update the regional Middle Peninsula PDC Hazard Mitigation plan as described in Appendix A Project Scope of Work and Appendix B Award Notice in accordance with:

- 44 CFR Ch. 1 Section 2021.6, Part a, which indicates that a local government MUST have a mitigation plan approved in order to receive HMGP project grants and in order to apply for and receive mitigation project grants under all other mitigation grant programs.
 - Disaster Mitigation Act of 2000 (“DMA 2K”), which is a key component of the Federal government’s commitment to reduce damages to private and public property through mitigation activities. This legislation established the pre-Disaster mitigation (“PDM”) Program and created requirements for the Post-Disaster Hazard Mitigation Grant program (“HMGP”). This key piece of federal legislation is known as Public Law 106-390.
 - DMA 2K, which requires local governments to develop and submit mitigation plans to qualify for PDM and HMGP funds. The Act requires that the plan demonstrate “the Jurisdiction’s’ commitment to reduce risk from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.”.
2. The Contractor recommends that the Client consult with legal counsel concerning questions related to the requirements of Disaster Mitigation Act of 2000 and 44 CFR Ch. 1 Section 201.6 and other related sections.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date this Agreement signed by both parties and will remain a full force and effect until either FEMA approves the update to the Middle Peninsula PDC Hazard Mitigation Plan or by VDEM contract end date of March 11, 2026. The term of this Agreement may be extended with the written consent of the Parties. The Agreement may be terminated by either Party with 30 days written notice given to the other party.
4. In the event that the Client breaches this Agreement, the Client shall remain liable to the Contractor for the costs of all services both rendered and agreed upon as set forth in paragraph 5 and 6 below. In the event that the Contractor breaches this Agreement, the Contractor will return to the Client any and all unspent monies received from the client as set forth in Paragraph 5 and 6 below. The Parties acknowledge that no other damages, fees, or penalties shall be due one from the other as the result of any act or omission of either Party.

Performance

5. The Parties agree to fully cooperate and to do everything necessary to ensure that the terms of this Agreement take effect including the execution of additional documents should the need arise.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide the following compensation as described below (as specifically applicable to Client locality).

Locality Share to be split between all: \$8,194

Essex	\$1,170.57
Gloucester	\$1,170.57
King and Queen	\$1,170.57
King William	\$1,170.57
Mathews	\$1,170.57
Middlesex	\$1,170.57
Urbanna	\$390.19
Tappahannock	\$390.19
West Point	\$390.19
Total	\$8,194

2 Year Federal Grant	FEMA Funding	State Match Provided non-Fed Share	Local Share split between Localities	Per County Match/Share	Per Town Match/Share
\$172,074	\$131,104	\$32,776	\$8,194	\$1,170.57	\$390.19

All such compensation shall be subject to appropriation by the Client.

7. The Contractor will invoice the Client for one payment.
8. Project updates will be provided in the Middle Peninsula Planning District Commission monthly meeting packets.
9. In the event that a change order is requested, beyond the scope of services outlined in this Agreement, the Client will be charged on an hourly basis according to the approved Commission budget subject to the applicable provisions referenced in Dispute Resolution below (Section 20c). Appearances at local meetings, answering of telephonic questions and private meetings will be deemed change orders in the discretion of the Contractor provided such has been disclosed in writing, in advance of the Client.

Reimbursement of Expenses

10. The Contractor will not be reimbursed for any expenses incurred in connection with this Agreement.

Employment Discrimination by Contractor Prohibited

11. a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by the state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

12. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace

13. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the action that will be taken against employees for violations for such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

Employment of Illegal Aliens

15. The Contractor agrees that it does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Ownership of Intellectual Property

16. All information gathered during this project will remain public, unless prohibited from disclosure or exempted from required disclosure in accordance with state and federal law.

Capacity

17. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them.

Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. County Administrator
County of Gloucester
6489 Main Street, Suite 333
Gloucester, VA 23061
- b. Middle Peninsula Planning District Commission
4521 Lewis B. Puller Memorial Highway
Shacklefords, VA 23156

Or to such other address as any Party may from time to time notify the other.

Additional Clauses

19. This Agreement has been reviewed and approved via recorded vote of the Gloucester County Board of Supervisors.

Dispute Resolution

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
 - a. Once a final deliverable has been submitted by Contractor and approved by FEMA, the Contractor shall be deemed to have completed all services required under this Agreement.
 - b. Once the scope of work has been completed and/or the product has received any necessary approvals, any changes made by the Client to the final product are “at its own risk”. The Client assumes all responsibility for any modification, deviation, or change initiated outside of the agreed to scope of work.
 - c. The Contractor has no contractual responsibility to advocate for, coordinate, or administer any local modifications beyond the services agreed to by the Contractor in accordance with the terms of this Agreement.
 - The Client may request an addendum to the contract for specific changes. The Contractor may consider the request from the Client and, if willing to perform the requested work, shall provide a response including a new cost estimate for consideration. Any addendum shall be authorized by the Gloucester County Board of Supervisors by Resolution outlining such changes to the Services.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor shall not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

25. It is the intention of this Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

Waiver

27. The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under land and seal on the _____ day of _____, 2025.

Approved as to form:

Gloucester County (Client)

Gloucester County Attorney

Per: _____ (SEAL)
County Administrator

Middle Peninsula Planning District Commission (Contractor)

Per: _____ (SEAL)
Executive Director

Appendix A – Middle Peninsula Regional All Hazards Mitigation Plan

Proposed Project Scope of Work

The Middle Peninsula Planning District Commission (MPPDC) will update the 2021 Middle Peninsula Regional All Hazards Mitigation Plan (AHMP) with the help of a Local Planning Team. Membership will be appointed by counties, towns and other stakeholders in the Middle Peninsula. Updating the plan will include the following: (1) updating out of date references throughout the plan, (2) expanding the opportunity to participate in the planning process to stakeholders outside of local and regional agencies, local and prominent businesses, academia and private and non-profit interests, (3) Describing the Middle Peninsula Fight the Flood Program earlier in the plan, (4) developing impact assessments, (5) addressing the number of manufactures, seasonal, and vacant hoes in the area and how they can affect the community's vulnerability to hazard impacts, (6) improving data for HAZUS, (7) refining strategies to concrete activities, (8) improving community - level interactions and risk-based discussions, (9) integrating 5- year Planning Wheel, (10) building on High Hazard Potential Dams section of the plan, and (11) updating census data.

Planning Team Responsibilities

Representatives on the Planning Team from participating jurisdictions must engage in the following planning process, including, but not limited to:

- Develop of the Work Program and Schedule with the Planning Team
- Organize and attend regular meetings (virtual and/or in-person) of the Planning Team. Attendance will be documented in the PDC monthly meeting packet.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.
- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

Local Adoption

To be eligible for HMPG project grants (grants for a locality after a disaster), a local government must have a mitigation plan. Approval includes adoption by the participating jurisdictions.

Timeframe of Grant

This agreement and grant will be in effect from the date of signature by all parties and will remain in effect through the duration of the project. Once a final deliverable has been submitted to and approved by the Client and the mandating entity, the Contractor shall be deemed to have completed all services required under this Agreement. The agreement may be terminated prior to

the approval of the end of the project by any Participating Jurisdiction by giving 30 days written notice.

Appendix B – Award Notice



COMMONWEALTH OF VIRGINIA Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

SHAWN G. TALMADGE
State Coordinator
Deputy Homeland Security Advisor

September 5, 2024

Mr. Lewis Lawrence
Executive Director
125 Bowden St.
Saluda, VA 23149

RE: Middle Peninsula Planning District Commission
Middle Peninsula PDC – All Hazard Mitigation Plan Update
FEMA-DR-4644-VA-0004

Dear Mr. Lawrence:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "Middle Peninsula PDC – All Hazard Mitigation Plan Update." The funds have been obligated through the Hazard Mitigation Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75%, the state share is 20%, and the local share is 5% of the total project costs, and management costs will be funded with 100% federal funds.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement and scan and email it to Jenn Peterson, Hazard Mitigation Grants Administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Jenn Peterson at (804) 405-7185 or by email at jennifer.peterson@vdem.virginia.gov.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl J. Adkins".

Cheryl J. Adkins
Alternate Governor's Authorized Representative

Enclosures

CJA/DJM/jlp

*Saving lives through effective emergency management and homeland security.
"A Ready Virginia is a Resilient Virginia."*

Page | 1



FEMA

July 5, 2024

Shawn Talmadge
Governor's Authorized Representative
Virginia Department of Emergency Management (VDEM)
9711 Farrar Court, Suite 200
North Chesterfield, VA 23236

**Re: Project Approval Letter
FEMA-4644-DR-VA-0004
Middle Peninsula PDC HMP Update
Hazard Mitigation Grant Program (HMGP)**

Governor's Authorized Representative Talmadge:

I am pleased to inform you that the planning application for the **HMGP Middle Peninsula PDC - All Hazards Mitigation Plan Update (FEMA-4644-DR-VA-0004)** has been approved. This project will fund the update of the Middle Peninsula Hazard Mitigation Plan. No physical work will be performed during this project.

	Federal Share	Non-Federal Share	Total
Project Costs	\$122,910.00	\$40,970.00	\$163,880.00
Subrecipient Management Costs	\$8,194.00	\$0.00	\$8,194.00
Total	\$131,104.00	\$40,970.00	\$172,074.00

The total approved project cost is \$163,880.00 with a 75% federal cost share of \$122,910.00 and a 25% non-federal cost share of \$40,970.00. In addition, the federal amount of \$8,194.00 is available for Sub-Recipient management costs. The federal share amount of \$131,104.00 is available in the SMARTLINK system. A copy of the obligation report is enclosed for your records.

In implementing this project, VDEM as the recipient, shall ensure that the Middle Peninsula PDC, the sub-recipient, continues to comply with the applicable FEMA-State Grant Agreement Articles and all applicable laws, assurances, and guidance.

The sub-recipient must adhere to all requirements and conditions outlined in the Record of Environmental Consideration (REC) document. The Special Conditions listed below can also be found in the REC attached.

NEPA Determination: Approval is for planning costs only. No physical work or ground disturbing activities are approved at this time. Failure to comply with this condition jeopardizes the receipt of federal funding.

The Period of Performance (POP) for this award ends on **March 11, 2026**. All changes to this award must be submitted to our office in writing for review and approval prior to commencement of any change-related work. Please provide our office with a quarterly report thirty (30) days after the end of each federal fiscal year quarter.

If you have any questions concerning the approval of this project, please contact Sabrina Jefferson, HMGP Section Supervisor, at sabrina.jefferson@fema.dhs.gov.

Sincerely,

**DUSTY R
BROSIUS**

Digitally signed by
DUSTY R BROSIUS
Date: 2024.07.05
23:17:59 -04'00'

Dustin R. Brosius
Senior Advisor for Risk Reduction
Mitigation Division

Enclosure(s):

REC Record of Environmental Consideration
Obligation Report

cc: Cheryl Adkins, CFO, Deputy State Coordinator
Dillon Taylor, Chief of Staff and Senior Counsel
Robert Coates, Director of Grant Management and Recovery
Debbie Messmer, Deputy Director of Grant Management and Recovery
Katie Vugdalic, State Hazard Mitigation Officer
Sarah Cobelli, HMGP Branch POC
Sabrina Jefferson, HMGP Section Supervisor
Gail Gronlund, VA FIT Project Officer



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Request from Virginia Health Department to Execute the Statement of Agreement for FY 2025 for Funding and Services of the Gloucester Health Department

BACKGROUND / SUMMARY: Gloucester County needs to execute the FY 2025 Agreement between Gloucester County and the Virginia Department of Health for the funding and services of the Gloucester County Health Department.

The agreement has been reviewed by the County Attorney and is ready for presentation to the Board.

ATTACHMENTS:

Resolution
Agreement

REQUESTED ACTION:

NO ACTION REQUESTED

Adopt resolution

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE VIRGINIA HEALTH DEPARTMENT FOR THE FY 2025 FUNDING AND SERVICES OF THE GLOUCESTER HEALTH DEPARTMENT

WHEREAS, the Gloucester County Board of Supervisors wishes to enter into an Agreement for the period July 1, 2024, to June 30, 2025, as outlined in Virginia Code 32.1-31; and

WHEREAS, the Agreement specifies the services to be provided as required by law as well as the provisions the Gloucester County Board of Supervisors requires under local ordinance; and

WHEREAS, the Agreement requires a local payment for the cooperative budget of \$493,500, which was included in the fiscal year 2025 Gloucester County budget; and

NOW, THEREFORE, BE IT RESOLVED that the County Administrator be, and hereby is, authorized to execute the attached Agreement with the Virginia Department of Health as outlined in Virginia Code 32.1-31. Execution may be by electronic signature, as authorized pursuant to Virginia Code Section 59.1-479, et seq.

A Copy Teste:

Carol E. Steele, County Administrator

**STATEMENT OF AGREEMENT TO
PROCESS NEEDED SIGNATURES OF
THE VIRGINIA DEPARTMENT OF
HEALTH (VDH) LOCAL
GOVERNMENT AGREEMENT
ELECTRONICALLY**

VDH and The Gloucester County Board of Supervisors agree to use electronic signatures, as authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia.

Carol Steele, County Administrator

Authorizing officer printed name and title

Authorizing officer signature

Dr. Susan Fischer Davis
Chief Deputy Commissioner, Community Health Services
Virginia Department of Health

Dr. Susan Fischer Davis

Authorizing signature

AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE GLOUCESTER COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE GLOUCESTER COUNTY HEALTH DEPARTMENT

This agreement (“Agreement”) for the services to be provided by the Gloucester County Health Department and the funding therefore is by and between the Virginia Department of Health (“VDH”) and Gloucester County Board of Supervisors (collectively “the Parties”).

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Gloucester County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$573,003.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Gloucester County will provide by appropriation and in equal quarterly payments a sum of \$468,821.00 local matching funds and \$24,679.00 one-hundred percent local funds for a total of \$493,500.00 local funds for this fiscal year.

FWT

In addition, the Board of Supervisors has approved the Gloucester County Health Department to carry forward \$0.00 in local matching funds for a total of \$0.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Gloucester County Health Department, which shall perform public health services in Gloucester County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1,2024. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia (“Commonwealth”) and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Gloucester County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

 Dr. Susan Fischer Davis
 Chief Deputy Commissioner
 Community Health Services
 Virginia Department of Health

 Local authorizing officer signature

Carol Steele
 Authorizing officer printed name

 Date

County Administrator
 Authorizing officer title

 Brenden Rivenbark
 District Health Director
 Three Rivers Health District

 Date
 Approved as to form:

 Date

 Edwin N. Wilmot, County Attorney

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
 Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- 32.1-122.03 ; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- 32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- 32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- 32.1-35 , 32.1-39 , 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- 32.1-36 , 32.1-36.1 , 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- 32.1-49 , 32.1-50 , 32.1-50.1			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links- 32.1-77 , 32.1-89 , 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links- 32.1-65 , 32.1-67 , 32.1-68			X
Well child care up to age __n/a__ (enter age) Board of Health Code Link- 32.1-77		x	
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link- 32.1-11			X
Blood lead level testing Code Link- 32.1-46.1 , 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link- 32.1-11 , 32.1-11.3 ,			X
Community Education Code Link- 32.1-11 , 32.1-23			X
Pre-school Physicals for school entry Code Link- 22.1-270	X		
Services for Children with Special health care needs Title V, Social Security Act Code Link- 32.1-77			X
Child restraints in motor vehicles Code Link- 46.2-1095 , 46.2-1097		X	
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link- 32.1-77		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Chesapeake Bay Preservation Act Septic Pump Out: Pursuant to § 32.1-164 of the Code of Virginia and effective July 1, 2023, local health department staff are responsible for monitoring and enforcing compliance with onsite sewage treatment system pump-outs pursuant to requirements promulgated under the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.)</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency’s MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade “A” milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade “A” milk plants for compliance with the Regulations Governing Grade “A” Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; “SHDR”) and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; “AOSS Regulations”); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

<p>Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14</p>	<p>X</p>
<p>Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13</p>	<p>X</p>
<p>Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4</p>	<p>X</p>
<p>Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency’s memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23</p>	<p>X</p>
<p>Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency’s memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68</p>	<p>X</p>
<p>Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.</p>	<p>X</p>
<p>Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17</p>	<p>X</p>

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201 , 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305 , 2.2-5306	X
Vital Records Code Link- 32.1-254 , 32.1-255 , 32.1-272	X
Immunizations for maternity and post-partum patients Code Link- 32.1-11 , 32.1-325 , 54.1-3408 .	X
AIDS Drug Assistance Program (ADAP) Code Link- 32.1-11 ,	X
Emergency Preparedness and Response Code Link- 32.1-42 , 32.1-43 et seq., 32.1-229 ,	X
HIV Counseling, Testing and Referral Code Link- 32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
COMMUNICABLE DISEASE SERVICES			
Foreign Travel Immunizations			
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link 32.1-330 Other:			
Other			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education		x	
Preventive Health Services		x	
Pre-Conception Health Care		x	
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Community Education			
Other			

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Ryan White	X		
PrEP		X	
Early Intervention Services		X	
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Water supply sanitation- Inspection of Water Supplies. Code Link- 15.2-2144 on local regulation			
Other Environmental – identify services below			

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH SERVICES PROVIDED UNDER
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS

OPTIONAL PUBLIC HEALTH MEDICAL SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department. (identify services below)	Income A only	Local ordinance code cite, or contract number	All
Mosquito Control Commission, X, Ch 9.5, Article III, Sec. 29, Chairman of the Commission			x



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: Ashley C. Chriscoe

TITLE: Vice Chair, Board of Supervisors
Director of Emergency Management

AGENDA TITLE: Resolution to End the Local Emergency Declared Due to Winter Weather Conditions

BACKGROUND / SUMMARY: On January 5, 2025, Mr. Chriscoe, Vice Chair of the Board of Supervisors, in his capacity as the Director of Emergency Management, declared a local emergency due to the anticipated effects of winter weather, and in an effort to prepare and coordinate a response to the potentially perilous conditions in Gloucester County. This Declaration was confirmed by the Gloucester County Board of Supervisors at its next scheduled meeting on January 7, 2025. Emergency actions related to the weather are complete. Requesting that the Gloucester County Board of Supervisors issue a Resolution to end to the local emergency.

ATTACHMENTS:

Resolution
Declaration

REQUESTED ACTION:

NO ACTION REQUESTED

Adopt resolution

FOR MORE INFORMATION:

Name: Jane Wenner

Phone: 804-693-1390

Email: jwenner@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

**RESOLUTION TO END THE LOCAL EMERGENCY DECLARED
DUE TO WINTER WEATHER CONDITIONS**

WHEREAS, on January 5, 2025, Ashley C. Chriscoe, as the Director of Emergency Management, declared a local emergency due to the anticipated effects of winter weather, and in an effort to prepare and coordinate a response to the perilous conditions in Gloucester County; and

WHEREAS, pursuant to Va. Code Section 44-146.21(A), the Gloucester County Board of Supervisors confirmed the declaration at its next scheduled meeting on January 5, 2025; and

WHEREAS, the Board finds that all necessary emergency actions as a result of the winter weather have been completed.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the local emergency due to winter weather conditions is now ended effective this 21st day of January 2025.

A Copy Teste:

Carol Steele, County Administrator

DECLARATION OF LOCAL EMERGENCY

Due to the severe winter weather conditions beginning on Sunday, January 5, 2025, Gloucester County is facing a condition of extreme peril which necessitated the proclamation of the existence of a local emergency in order to provide preparedness, response, and recovery activities to protect life and property.

Pursuant to the authority granted by Section 44-146.21(a) of the Code of Virginia, I, Ashley C. Chriscoe, Supervisor At-Large, Gloucester County Board of Supervisors, as Director of Emergency Management for Gloucester County, declare the existence of a local emergency as of the below stated date and time.

DATE: January 5, 2025

TIME: 5:00 PM.



Ashley C. Chriscoe
Gloucester County Board of Supervisors
Director of Emergency Management
Gloucester County, Virginia



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Resolution to Update Membership on the Eastern Virginia Regional Industrial Facility Authority

BACKGROUND / SUMMARY: The Eastern Virginia Regional Industrial Facility Authority (RIFA) was established in 2018. The Board of the Authority was established to consist of two voting members and two alternates from each member locality. In February 2019, Gloucester made initial appointments to the Board of the Authority and specified that the two voting members would be the Chair of the Board of Supervisors, and David Meeker from the Economic Development Authority. The two alternates would be the County Administrator and Director of Economic Development.

For 2025, it is the desire of the Board to make a change to allow Mr. Hutson to continue serving as one of the voting members to the RIFA. Because the Chair of the Board was originally named by position, and not by the name of a specific person, it is necessary to adopt a resolution to appoint Mr. Hutson by name in order to make this change.

Attached is a resolution for consideration that would effect that change.

ATTACHMENTS:

Resolution

REQUESTED ACTION: NO ACTION REQUESTED

Adopt resolution

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693+4042

Email: county.administrator@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

RESOLUTION TO APPOINT A MEMBER TO THE EASTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

WHEREAS, the Eastern Virginia Regional Industrial Facility Authority (the “Authority”) was established on December 18, 2018, by ordinances adopted by the counties of Gloucester, James City and York and the cities of Hampton, Newport News, Poquoson and Williamsburg and filed with the Secretary of the Commonwealth pursuant to Section 15.2-6402 of the Code of Virginia; and

WHEREAS, the Board of Directors of the Authority consists of two members and two alternates from each locality appointed by the governing body; and

WHEREAS, the Board of Supervisors adopted a resolution on February 5, 2019, appointing the Board Chair and Mr. Meeker of the Economic Development Authority as the voting members and the County Administrator and Director of Economic Development as the alternate members; and

WHEREAS, the Board of Supervisors would like the ability to appoint any member of the Board to serve on the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that Christopher A. Hutson is hereby appointed to the Eastern Virginia Regional Industrial Facility Authority for 2025 and until a successor is appointed.

A Copy Teste:

Carol E. Steele, County Administrator



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: Sherry Spring

TITLE: Director of Economic Development

AGENDA TITLE: Request for Appropriation for Joint BOS/EDA Small Business Incentive Grant Program

BACKGROUND / SUMMARY:

The Economic Development Authority (EDA) is requesting a replenishment of funds for the Joint Board of Supervisors/EDA Small Business Incentive Grant Program. Attached is a letter from the EDA Chairman and a description of the program.

Year to date 27 grants have been awarded in the amount of \$57,039 with private investments of \$2,198,500. In FY16 when this program started, a policy was adopted by both parties to set a target operating balance of between \$50,000 and \$100,000 (see attached policy). The EDA is respectfully requesting an appropriation of \$30,000 from the Board of Supervisors with a \$30,000 match from the EDA.

ATTACHMENTS:

- Resolution
- Letter from EDA Chairman
- Description of grant program
- Grants summary

REQUESTED ACTION:

- NO ACTION REQUESTED

Adopt resolution.

FOR MORE INFORMATION:

Name: Sherry Spring

Phone: 804-693-1415

Email: sspring@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
 Ashley C. Chriscoe, ___;
 Kenneth W. Gibson, ___;
 Christopher A. Hutson, ___;
 Michael A. Nicosia, ___;
 Robert J. Orth, ___;
 Kevin M. Smith, ___;

A RESOLUTION MAKING ADDITIONAL APPROPRIATIONS FOR FY 2025

WHEREAS, Gloucester County Board of Supervisors finds it necessary to provide additional appropriations to the Economic Development Authority for fiscal year 2025;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gloucester County, Virginia that the following appropriations be, and the same hereby are, made for fiscal year 2025 for the following function:

<u>Account Description</u>	<u>Revenue</u>	<u>Expenses</u>
General Fund		
Economic Development-Small Business Incentives		\$30,000
Unassigned Fund Balance	\$30,000	
Total	\$30,000	\$30,000

A Copy Teste:

 Carol E. Steele, County Administrator



GLOUCESTER COUNTY
Economic Development
Opportunity | Synergy | Sustainability

January 21, 2025

Memorandum To: Gloucester County Board of Supervisors
From: Al Ramsay, Chairman of Gloucester County EDA
Reference: Request for Joint BOS/EDA Incentive Program Funding

Thank you for the opportunity to be considered for continued funding support by the Gloucester County Board of Supervisors for the County's incentive program for small businesses. We are requesting a matching amount of \$30,000 to continue the momentum that this program has created in our community.

The Gloucester County Economic Development Authority announced this new program on July 1, 2016, and the response has been overwhelming from both new and expanding businesses. To date in FY25, we have had 27 grants in the amount of \$57,039 with a private investment of \$2,198,500. The beginning balance starting on July 1, 2024, was \$66,600. The uncommitted balance as of January 10, 2025, was \$9,561.

Project Description:

The matching grant program was developed to assist in the recruitment of new small businesses, the expansion of existing businesses and the retention of our existing businesses. The program assists in buying down the start-up costs for new and expanding businesses.

There are 4 different incentives in this program:

1. Property Improvement – interior improvements that cannot be removed should the tenant leave. This is a matching grant used to reimburse up to 50% of the interior buildouts not to exceed \$10,000 per grant.
2. Façade Improvement – exterior improvements that give the businesses better curb appeal to attract customers. This is a matching grant used to reimburse up to 50% of exterior improvements not to exceed \$4,000 per grant.
3. Advertising grant – 25% of advertising costs per quarter, not to exceed \$500 per quarter to help with advertising costs.
4. E-Commerce – a matching grant for web site design and development, not to exceed \$500 per business and \$1,000 for minority and women owned businesses.

It is estimated that 70% of the Country's job creation comes from small businesses. Job retention is just as important as new job creation. The small investment we are requesting for this program will assist in

creating new jobs, increase sales and food tax revenue and hopefully real property and machinery and tools for the County. It confirms our commitment to economic development in a pro-business environment here in Gloucester.

This program continues to be a success in terms of new and existing businesses in Gloucester. The program benefits all parties, the new business owner, the property owner, the County and its residents. With your support we can continue to grow our businesses community, fill our vacant buildings and increase our tax base.

Thank you in advance for your consideration of this request.





Small Business Incentive Program Funding Policy

The purpose of the Small Business Incentive Program funding policy is to ensure that the Gloucester County Economic Development Authority (EDA) has the resources it needs to support economic development efforts in Gloucester County. Funds in the Small Business Incentive Program line item account may only be used for the express purpose of incentivizing the recruitment and growth of small businesses to and within Gloucester County.

Through adoption of this policy, the EDA Board of Directors sets a target operating balance range between \$50,000 and \$100,000 for the Small Business Incentive Program line item account. The EDA Board of Directors shall strive to maintain such a balance in efforts to help ensure that funds are available to support business incentive grant awards as needed and expeditiously. In the event the balance drops below the target operating balance range, the Chairman of the EDA Board of Directors will submit a written request to the Gloucester County Board of Supervisors soliciting a contribution to the EDA Small Business Incentive Program totaling 50% of the amount required to bring the Small Business Incentive Program line item account balance up to the \$50,000 to \$100,000 range. The EDA Board of Directors will make transfers into the Small Business Incentive Program line item account, in amounts at least equal to those contributions received from the Gloucester County Board of Supervisors.

This policy in no way establishes a required minimum balance for the Small Business Incentive Program line item account, rather sets a target lower limit, at which the EDA should consider the infusion of additional funds to help maintain flexibility of the EDA to support business incentive activities.

Incentive	Number	New/Existing	Private Investment	Grants Awarded
Property Improvement	3	2-New/1-Expansion	\$ 1,922,375	\$ 30,000
Façade Improvement	5	3-New/2-Existing	\$ 207,077	\$ 14,396
Co-Op Advertising	17	Existing	\$ 48,040	\$ 7,143
E-Commerce	1	1-New	\$ 1,008	\$ 500
Special Incentive	1	York & Main	\$ 20,000	\$ 5,000
Total	27		\$ 2,198,500	\$ 57,039
		Beginning Balance:	\$ 66,600	
		Total FY25 Funding	\$ 66,600	
		Funds Committed:	\$ 57,039	
		Uncommitted Balance:	\$ 9,561	
Note: The Uncommitted Balance of \$6,600 from FY24 was rolled over to the FY25 Incentive Program.				
There was \$60,000 approved for FY25 by the BOS and EDA and was requested in early July 2024 to replenish the program. (\$30,000 each)				



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- CONSENT
- PRESENTATION
- REGULAR
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION / DISCUSSION
- DISCUSSION AND / OR DECISION
 - Resolution
 - Ordinance
 - Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Presentation of FY26-FY30 Capital Improvement Plan and Request for Public Hearing (45 minutes)

BACKGROUND / SUMMARY: Ms. Steele will present her recommended five-year Capital Improvement Plan for FY26-FY30. After the presentation and discussion by the Board, Ms. Steele will request authorization for a public hearing to obtain public comments on the proposed plan.

ATTACHMENTS:

Resolution to authorize public hearing

REQUESTED ACTION: NO ACTION REQUESTED

Discuss proposed plan and authorize public hearing to obtain public comment.

FOR MORE INFORMATION:

Name: Carol Steele

Phone#: 804-693-4042

E-mail: county.administrator@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, JANUARY 21, 2025, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

RESOLUTION AUTHORIZING THE CLERK TO ADVERTISE A PUBLIC HEARING TO OBTAIN PUBLIC COMMENTS ON THE COUNTY ADMINISTRATOR'S PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PERIOD COVERING FY2026 - FY2030

WHEREAS, each year the Gloucester County Board of Supervisors receives capital project proposals from the School Board and various County Departments; and

WHEREAS, the Capital Improvement Plan (CIP) is a planning document the County will use in preparing future operating budgets, to anticipate future financial needs of the County, and to identify possible funding resources; and

WHEREAS, inclusion of a project in the CIP does not constitute a guarantee of funding from the County; some capital projects will be added, deleted, and/or amended as necessary; and

WHEREAS, the Gloucester County Board of Supervisors desires to set a public hearing to obtain public comments on the Proposed Five-Year CIP covering FY2026 through FY2030.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the Clerk is directed to advertise, in a newspaper of general circulation, a public hearing notice for a public hearing to be held on Tuesday, February 4, 2025, at 6:00 p.m., to consider the County Administrator's Proposed Five-Year CIP.

A Copy Teste:

Carol E. Steele, County Administrator