AGENDA
Board of Supervisors Meeting

Wednesday, November 3, 2021

9:00 AM

Moment of Silence

A. Call to Order and Pledge of Allegiance of the United States of America

B. Adoption of Agenda – Additions or Deletions

C. Report – Virginia Department of Transportation – Ed Carter

D. Public Comment Period (60 Minute Time Limit)

E. Report – Virginia Cooperative Extension Office – Stacy Swain

F. Report – Warren County Public Schools – Dr. Chris Ballenger

G. Reports – Board Members, County Administrator, Interim County Attorney

NEW BUSINESS

H. Consent Agenda

1. Approval of 2022 Board Meeting Schedule – Ed Daley
2. Adjustment of County Sponsored Insurance Benefits Waiting Period – Jane Meadows
3. Request to Adopt a Resolution Approving the County's Participation in the Proposed Settlement of Opioid-Related Claims – Jason Ham
4. Vehicle Purchase for the Shenandoah Farms Sanitary District – Mike Berry/Michael Coffelt
5. Use of Courthouse Grounds for the Veterans Day Presentation, American Legion Post 53 – Adjutant David Kaplan/Emily Ciarrocchi
6. Use of Courthouse Grounds for a Nativity Scene, Little Chapel Baptist Church – Emily Ciarrocchi
7. Use of Courthouse Grounds for Holiday Panels, Shenandoah Area Secular Humanists – Waller Wilson/Emily Ciarrocchi
8. Adoption of Network Administrator Job Description and Grade Placement – Jane Meadows/Todd Jones
9. Approval of UKG (Ultimate Kronos Group) for Semi-Monthly Payroll Processing – Jane Meadows/Matt Robertson

10. Authorization to Advertise for Public Hearing – Ordinance to Amend and Re-Ordain Chapter 160, Article XIX of the Warren County Code, "Transient Occupancy Tax" – Caitlin Jordan
11. Authorization to Advertise for Public Hearing – Ordinance to Add and Ordain Section 30-7 of the Warren County Code to add a one-time Bonus for Compensation Board-Funded Sheriff and Sheriff's Deputies in FY 2021-2022 – Ed Daley
12. Authorization to Advertise for Public Hearing – Ordinance to Add and Ordain Section 30-8 of the Warren County Code to add a one-time Bonus for Non-Compensation Board-Funded Sheriff's Deputies in FY 2021-2022 – Ed Daley
13. Authorization to Advertise for Public Hearing – Additional Appropriation of CARES Act and State Grant Funding to Warren County Public Schools – Ed Daley/Dr. Chris Ballenger

I. Property Owners of Shenandoah Farms Contractual Request – Mike Berry/Ralph Rinaldi

J. Closed Session – Virginia Freedom of Information Act

1. Sections 2.2-3711(A)(7) and (A)(8) Consultation with Legal Counsel Pertaining to Actual or Probable Litigation and for the Provision of Legal Advice Relating to Economic Development Authority Matters
2. Section 2.2-3711(A)(8) Consultation with Legal Counsel for the Provision of Legal Advice Relating to Redistricting

K. Additional New Business (If needed)

L. Adjournment

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WORK SESSION

A. Discussion – Regional Water Authority – Tony Carter

B. Adjournment

Maintenance:

- Graded and applied stone on various non-hard surfaced roads and will continue this month
- Completed secondary mowing and started primary mowing; will complete primary mowing this month weather permitting
- Performed skin patching on various routes and conducted winter dry runs (inspecting and prepping our snow equipment for the winter season)
- Will be performing shoulder repairs and cutting brush on various routes throughout the County this month

Board Concerns:

- Will be using contractor brush crew to address sight distance issues on Route 340 South
- Waiting on pipe flushing crew to finish up and address Thompson Hollow
- Have received funds to replace culverts that continual wash out on Ridings Chapel Road (Rt. 735) with box culvert; expect to do it next spring/summer
- VDOT is behind with some of the paint refresh. Their equipment is broken down, and they are having issues with getting parts. Their contractor is already full with previous commitments.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF 1
November 3, 2021	**H-1**	Board Meeting Schedule for 2022	

EXPLANATION & SUMMARY:

The Board of Supervisors holds regular meetings on the first Tuesday of each month at 9:00 AM and the third Tuesday of each month at 7:00 PM. Exceptions include July when the Board meets only once on the third Tuesday at 7:00 PM to allow for vacations, when Election Day falls on the first Tuesday in November the Board meets the Wednesday after Election Day, and in December the Board meets the second Tuesday at 9:00 AM due to the Christmas holiday. The Board also holds work sessions on the second Tuesday of each month at 6:00 PM.

The Board's schedule for 2022 is proposed as follows:

REGULAR MEETINGS 9:00 AM	REGULAR MEETINGS 7:00 PM	WORK SESSIONS 6:00 PM
January 4th	January 18th	January 11th
February 1st	February 15th	February 8th
March 1st	March 15th	March 8th
April 5th	April 19th	April 12th
May 3rd	May 17th	May 10th
June 7th	June 21st	June 14th
	July 19th	July 12th
August 2nd	August 16th	August 9th
September 6th	September 20th	September 13th
October 4th	October 18th	October 11th
November 1st	November 16th (Wednesday)	November 9th (Wednesday)
December 13th (Second Tuesday)		

CONSENT AGENDA MOTION:

I move that the Board of Supervisors adopt the above meeting schedule for 2022.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, County Administrator		

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
November 3, 2021	H-2	Adjustment of County Sponsored Insurance Benefits Waiting Period	

EXPLANATION & SUMMARY:

In order to remain an employer of choice and competitive regarding total compensation including County sponsored insurance (health, medical, vision) benefits, we are recommending that the waiting period for full-time new hires be changed from the current waiting period of the 1st of the month following one (1) full month of employment; to the proposed waiting period of the 1st of the month following the new hire's start date. (Attached you will find an email referencing benefit enrollment waiting periods for other local governments and schools from our current Insurance Account Executive).

In updating the required enrollment waiting period, it will provide most new hires continuous coverage from their previous employer's plan to Warren County's benefit plan without the need for COBRA benefits to bridge the gap in insurance coverage. The use of COBRA for insurance coverage typically costs the employee 102% of the monthly premium cost and can be a significant financial cost for the employee and discourage a prospective employee from changing employers (Attached you will find a Summary of COBRA cost for a single employee).

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors adopt the adjustment of the waiting period for County sponsored benefits.

-OR-

(2) I move that the Board of Supervisors not adopt the adjustment of the waiting period for County sponsored benefits.

-OR-

(3) I move that this matter be postponed until ____________________ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jane Meadows, Human Resources Director		

Jane Meadows

From:	Lee, Bonnie <bonnie.lee@mcgriff.com>
Sent:	Monday, October 25, 2021 3:19 PM
To:	Jane Meadows
Subject:	RE: Waiting Periods

We handle 3 local governments and 3 schools and they are first of the month following date of hire and out of our book of business 50% is first of the month following date of hire.
Employers are asking us to help change their current waiting periods due to the tight employee market and the demands of new employees.
I may be able to drill down further to McGriff's book of business in the state if you need it, it will take a little time to request.
Hope this helps.
Bonnie

Bonnie Lee
Account Executive

C: 540-533-3944 | E: Bonnie.Lee@McGriff.com
38 Rouss Ave., Suite 100, Winchester, VA 22601 | McGriffInsurance.com

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From: Jane Meadows <jmeadows@Warrencountyva.net>
Sent: October 25, 2021 2:50 PM
To: Lee, Bonnie <bonnie.lee@mcgriff.com>
Subject: Waiting Periods

Bonnie,

Do you by any chance have any information regarding other employers and what the waiting period is for employees to enroll in the Health/Dental Insurance? We are submitting the waiting period change to the Board and I wanted to provide some industry information if possible.

Thank you,

Jane Meadows, SPHR
Human Resources Director
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Telephone: (540) 636-4600
Fax: (540) 636-6066

County of Warren
Customer No: 0924496

Invoice No: 427703901793
Invoice Date: 10/16/2021
Bill Group: 7
Coverage Period: 08/01/2021 - 11/30/2021
Due Date: 11/01/2021

Summary

Description	Employee Count	Total Volume (000's)	Rate	Net Amount
COBRA				
DENTAL PPO 18P59				
Employee Only	1	0.00	$34.05	$34.05
Subtotal, COBRA - DENTAL PPO 18P59	1			$34.05
COBRA				
VA 20 CH+PS1 BZG6 MOD COBRA-1000				
Employee Only	1	0.00	$585.80	$585.80
Subtotal, COBRA - VA 20 CH+PS1 BZG6 MOD COBRA-1000	1			$585.80
COBRA				
VISION PPO VL056				
Employee Only	1	0.00	$4.88	$4.88
Subtotal, COBRA - VISION PPO VL056	1			$4.88
Fees/Credits				$0.00
Adjustments				
See Adjustment Summary below				$14.64
Subtotal, Adjustments				$14.64
TOTAL	**3**			**$639.37**

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
November 3, 2021	**H-3**	Adoption of Resolution Approving of the County's Participation in the Proposed Settlement of Opioid-Related Claims	

EXPLANATION & SUMMARY:

On September 17, 2019, the Board authorized the County to join other political subdivisions of the Commonwealth in the filing of a class action lawsuit against various manufacturers and distributors of opioid medications. Further, the Board adopted a Resolution declaring the opioid crisis a public nuisance in Warren County, which must be abated.

The County's legal representation in said lawsuit has advised that the Warren County Board of Supervisors consider passing the attached resolution approving of the County's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities.

The County Attorney has reviewed and approved the resolution as proposed and finds it acceptable. Approval of the attached resolution is required to collect any of the described funds, if awarded.

COST & FINANCING:

Payment of counsel and litigation expenses are anticipated to be paid by a national Settlement and Deficiency fund outside of the recovery for damages awarded.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors adopt the proposed Resolution Approving of the County's Participation in the Proposed Settlement of Opioid-Related Claims Against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and Their Related Corporate Entities, and Directing the County Attorney and/or the County's Outside Counsel to Execute the Documents Necessary to Effectuate the County's Participation in the Settlement.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Dr. Edwin C. Daley, County Administrator		

RESOLUTION

of the Board of Supervisors of Warren County Approving of the County's Participation in the Proposed Settlement of Opioid-Related Claims Against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and Their Related Corporate Entities, and Directing the County Attorney and/or the County's Outside Counsel to Execute the Documents Necessary to Effectuate the County's Participation in the Settlements

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts Warren County, Virginia (the "County") by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County's various departments and agencies; and

WHEREAS, the County has been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the County; and

WHEREAS, the County has filed suit against McKesson, Cardinal Health, AmerisourceBergen, and Janssen Pharmaceuticals, along with certain of their related corporate entities for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed the County; and

WHEREAS, the County's suit seeks recovery of the public funds previously expended and to be expended in the future to abate the consequences and harms of the opioid epidemic; and

WHEREAS, settlement proposals have been negotiated that will cause McKesson, Cardinal Health, AmerisourceBergen, and Janssen to pay up to $26 billion nationwide to resolve opioid-related claims against them; and

WHEREAS, the County's outside opioid litigation counsel has recommended that the County participate in the settlements in order to recover its share of the funds that the settlement would provide; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements and concurs with the recommendation of outside counsel.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Warren, Virginia, this 3rd day of November, 2021, approves of the County's participation in the proposed settlement of opioid-related claims against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and their related corporate entities, and directs the County Attorney and/or the County's outside counsel to execute the documents necessary to effectuate the County's participation in the settlements, including the required release of claims against settling entities.

Adopted: November 3, 2021

CERTIFICATE

The undersigned Chairman and Clerk of the Board of Supervisors of Warren County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution of the Warren County, Virginia Board of Supervisors Approving of the County's Participation in the Proposed Settlement of Opioid-Related Claims Against McKesson, Cardinal Health, AmerisourceBergen, Janssen, and Their Related Corporate Entities, and Directing the County Attorney and/or the County's Outside Counsel to Execute the Documents Necessary to Effectuate the County's Participation in the Settlements adopted by the Board of Supervisors at a meeting held on November 3, 2021. A record of the roll-call vote by the Board is as follows:

Name	Aye	Nay	Abstain	Absent
Cheryl L. Cullers, Chair				
Archie A. Fox, Vice Chairman				
Tony F. Carter				
Walter J. Mabe				
Delores R. Oates				

Date: November 3, 2021

____
Chair, Board of Supervisors
County of Warren, Virginia

ATTEST:

____
Clerk, Board of Supervisors
County of Warren, Virginia

[SEAL]

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
November 3, 2021	H-4	Vehicle Purchase – Warren County Shenandoah Farms Sanitary District	

EXPLANATION & SUMMARY:

A 2021 Ford F 350 SRW XL (gas); 1 Ton Pickup Truck; Single Rear Wheel, Extended Cab, Long Bed ,4WD pickup truck with utility body and snowplow installed is to be purchased for Shenandoah Farms Sanitary District daily use. The pickup will be used for sanitary district daily maintenance use, snow removal operations, and other assigned tasks related to normal maintenance in the SFSD.

Reading SL Service Body	$ Included
Western Snow Plow	$ Included
Ford F 350	$60,912.00
Delivery	$ 799.00
Total Price	**$61,866.21** (Cost sheet attached)

COST & FINANCING:

The authorized dealer Front Royal Ford LLC will deliver the 2021 Ford F 350 SRW XL, 4WD extended Cab Truck, with service body and snowplow installed at a total cost of $61,866.21. For reference I have contacted E Virginia and at this time due to the shortage of resource's no State Contracts are available at this time. I also checked RK Chevrolet, and Colonial Ford who are State Contract Dealerships and they have no trucks in stock and are not able to provide quotes at this time due to no supply. Please also review three price comparisons of similar trucks.

The $61,866.21 cost is to be internally financed/purchased using designated SFSD Budget (43050-7001). The FY 21-22 budget includes funding for this vehicle and there will be no additional funding requested at this time.

PROPOSED MOTION(S):

I move the Board of Supervisors approve the purchase of a 2021 Ford F 350 SRW XL, 4WD Extended Cab Pickup Truck as described using Ford of Front Royal Buyers Order # 0009201 at a total cost of $61,866.21.

OR

I move the Board of Supervisors table this request for further consideration.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael D. Coffelt, Sanitary District Manager		

FRONT ROYAL Ford

FRONT ROYAL FORD LLC

9135 Winchester Road
Front Royal, VA 22630
(540) 636-2901

DEAL#: 0009201
CUST#: 033419

BUYER'S ORDER

Date 10/28/2021

BUYER	COUNTY OF WARREN
CO-BUYER	
ADDRESS	126 E. 2ND STRRET
CITY: FRONT ROYAL	COUNTY: WARREN
STATE/ZIP CODE	VA 22630
BUYER SOC. SEC. #	BIRTHDATE
CO-BUYER SOC. SEC. #	BIRTHDATE
HOME PHONE: 540-636-3517	WORK PHONE: 540-935-7649
CUSTOMER E-MAIL	mcoffelt@warrencountyva.net

YEAR	MAKE	MODEL	COLOR
2021	FORD	F350 SUPER DU	WHITE

TYPE	SALESPERSON	MILEAGE
CAB CHASSIS	WILLIAM R ALBRIGHT	6

STOCK NO.	IDENTIFICATION NO.
T30204	1FD8X3F67MED09335

LIST PRICE	60912	93
EQUIPMENT		
DEALER INSTALLED EQUIPMENT		
SUB TOTAL	60912	93
TRADE ALLOWANCE	NA	
ACTUAL PAYOFF	NA	
NET TRADE ALLOWANCE	NA	
CASH DIFFERENCE	60912	93
PROCESSING FEE FOR CONSUMER SERVICES	**799**	**00**
SALES TAX VA/NA %	NA	
DEALER LICENSE TAX .25% (VA CODE SECT. 58.1-3734	152	28
ONLINE REGISTRATION FILING FEE	NA	
TITLE FEE	NA	
REGISTRATION FEE	2	00
TOTAL FEES	953	28
TOTAL SELLING PRICE	61866	21
DEPOSIT	NA	
FORD MOTOR CO. REBATE	NA	
OTHER REBATES	NA	
SERVICE CONTRACT (2.65% VA SALES TAX INCLUDED)	NA	
ROAD HAZARD (2.65% VA SALES TAX INCLUDED)	NA	
CAR CARE (2.65% VA SALES TAX INCLUDED)	NA	
GUARANTEED AUTO PROTECTION	NA	
CASH ON DELIVERY	61866	21
BALANCE TO BE FINANCED	NA	

INSURANCE INFORMATION

NAME OF INSURANCE COMPANY	
NAME OF AGENT	
AGENT'S ADDRESS	
EFFECTIVE DATES	DEDUCTIBLES 500
POLICY NUMBER	AGENT'S PHONE

TRADE INFORMATION

CV	
YEAR/MAKE MODEL BODY STYLE	
ID. NO.	COLOR
TAG NO.	MILEAGE

PAYOFF INFORMATION

DATE	ACCOUNT NUMBER
NAME OF BANK	ADDRESS
PHONE NUMBER	GOOD UNTIL
PAYOFF GIVEN BY:	AMOUNT NA

NO LIABILITY INSURANCE INCLUDED
UNLESS SPECIFICALLY INDICATED

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE

YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.

IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEDURES, RIGHTS, AND OBLIGATIONS APPLICABLE TO TRANSACTIONS INVOLVING A RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS LEASE TRANSACTION.

FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED.

DATE ______ SIGNATURE ______

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any document in blank. By executing this order, Purchaser(s) acknowledges he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and cover deposit.

IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE.

Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.

SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

PURCHASER	ACCEPTED FOR FRONT ROYAL FORD LLC
PURCHASER	BY TITLE C.A.M.

ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

1. New Vehicle Sales - If the manufacturer/distributor changes the suggested retail price of equipment or ordered vehicle, Dealer may change the price accordingly. If price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order in which event if a used motor vehicle has been traded in as part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. If the manufacturer/distributor substantially modifies the ordered vehicle design/equipment or does not manufacture or distribute an ordered vehicle, this agreement is voidable by either party upon ten (10) days written notice. Dealer shall only be obligated to return deposit without interest, trade-in vehicle or the cash price of the trade-in vehicle as set forth above at Dealer's discretion.

2. Trade-In Vehicles - If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery of such motor vehicle, the used motor vehicle may be reappraised at that time by Dealer and such reappraised value shall determine the allowance made for such used motor vehicle. Trade-in vehicle shall be delivered in same condition as appraised with same equipment. Purchaser guarantees to deliver title free and clear of liens or encumbrances within five (5) days of signing this agreement. If pay-off on Purchaser's trade-in is more than estimated herein, Purchaser shall immediately pay said difference and, if lower, Dealer will return said amount. If a trade-in, title or equipment is not delivered as agreed, Dealer may cancel this purchase order and upon demand receive from purchaser payment of a pay-off on trade-in and/or seek remedies as set forth in Paragraph 3 herein. At dealer's discretion. Purchaser assumes risk of loss to trade-in vehicle until title reassigned.

3. Default – New & Used Vehicle - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; and/or (5) retain as liquidated damages any cash down payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.

4. Dealer's Right To Terminate Agreement – New & Used Vehicles - Dealer may cancel this Agreement if: (1) Purchaser's credit application is not approved by financing source and/or approved on terms acceptable to Dealer; (2) on event of default as defined above; (3) any statement or representation by Purchaser is not accurate or truthful; or (4) Dealer cannot deliver vehicle for any reason set forth in Paragraph 1. Dealer's only obligation or liability shall be as stated in Paragraph 1.

5. Conditions Beyond Dealer's Control - Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of dealer.

6. Taxes - Unless otherwise expressly provided, the Total Purchase Price for the ordered vehicle specified on the reverse side hereof does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to the Purchaser, the Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes except income taxes, imposed on or incidental to the transaction covered by this order, regardless of who may have the primary tax liability.

7. Documents - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 3 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.

8. Warranty Limitations - *DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IF DEALER PROVIDES A WRITTEN WARRANTY OR AT TIME OF SALE OR WITHIN 90 DAYS THEREAFTER ENTERS INTO A SERVICE CONTRACT, IN WHICH CASE ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF SAID WRITTEN WARRANTY OR SERVICE CONTRACT. PURCHASER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.* THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SUCH VEHICLE. THIS DISCLAIMER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY. FOR NEW AND USED VEHICLES TO WHICH ANY MANUFACTURER'S WARRANTY APPLIES, SAID WARRANTIES ARE THE MANUFACTURER'S WARRANTIES ONLY AND NOT THE DEALER'S.

9. Cash Transaction - In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the Unpaid Balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of Unpaid Balance shall not relieve Purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof. In the event that the transaction covered by the order is not a cash transaction, Purchaser agrees to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Dealer.

10. Security Agreement - Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.

11. Resale - Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within the period beginning on the date the vehicle title is issued to Purchaser and ending on the date six (6) months thereafter. Purchaser confirms that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the vehicle manufacturer, to forfeit or repay any manufacturer incentives, allowance and/or special pricing or if Dealer suffers any other loss or harm resulting from Purchaser's breach of this provision, Purchaser agrees to indemnify and hold Dealer harmless from any cost, loss or harm suffered by Dealer resulting from Purchaser's breach of this provision.

12. Attorney's Fees - In the event any party to this invoice shall commence a proceeding against another to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any provision of this invoice, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorney's fees, as may be fixed by the decision-maker.

13. Estimates - Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.

14. **USED VEHICLE DISCLOSURE:** - THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT/ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT/ORDER OF SALE. **SPANISH TRANSLATION:** GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA. UNDER VIRGINIA LAW, THE FAILURE TO PROVIDE THE BUYER'S GUIDE REQUIRED BY FEDERAL LAW OR AN "AS IS" SALE DISCLOSURE MAY SUBJECT THE DEALER TO A CIVIL PENALTY OF NO MORE THAN $1,000 AND MAY ALLOW BUYER TO CANCEL THE SALE WITHIN 30 DAYS.

NOTICE

15. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

16. The warranty on this vehicle is set forth in the Warranty Facts Book that is either in the glove compartment or will be given to you on delivery. It is designated a **LIMITED WARRANTY** and complies with the provisions of the Magnuson-Moss Warranty Federal Trade Commission Improvement Act (Public Law 93-637). We call your particular attention, in compliance with the Act, that there is:
NO OTHER EXPRESS WARRANTY ON THIS VEHICLE NOR ANY OTHER EXPRESS WARRANTY MADE BY THE DEALER FOR LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES, AND ANY IMPLIED WARRANTY OF THE FITNESS OF THIS VEHICLE FOR THE USE OF WHICH IT IS INTENDED IS LIMITED BY THE QUALIFICATIONS IN THE WARRANTY FACTS BOOKLET.

Michael Coffelt

From: Mike Berry
Sent: Wednesday, October 27, 2021 11:20 AM
To: Michael Coffelt
Subject: FW: Please rate your eVA Customer Care experience

I just spoke to eVA via phone, there is currently no contract for New Trucks available. Based on my conversation, it is presumably due to the supply concerns.

Mike

From: eVA Customer Care <eVACustomerCare@dgs.virginia.gov>
Sent: Wednesday, October 27, 2021 11:17 AM
To: Mike Berry <mberry@warrencountyva.net>
Subject: Please rate your eVA Customer Care experience

Please reply above this line.

Recently, you called or wrote to eVA Customer Care for assistance.

How did we do? If you could take a minute to fill out the following survey, we would appreciate it.

https://evacustomercare.dgs.virginia.gov/LoginSurvey.asp?Invitation=254473

Our team is dedicated to providing quality support and service to every customer. If you have concerns about the customer service you have received, please call our eVA Customer Care Manager, Mrs. Ghania Hallie, at 804-371-2413 or send an email to Ghania.Hallie@dgs.virginia.gov.

Thank you for contacting us. Please contact us again if you need additional help.

Hours of operation: M-F 8-4:30 PM EST, except state holidays.

The eVA Customer Care Technical Team
Toll free: 866-289-7367 or Outside the US 804-371-2525
eVACustomerCare@dgs.virginia.gov

Like us on FaceBook: www.facebook.com/eva.virginia.gov
Follow us on Twitter: https://https://twitter.com/eVACustomerCare (@eVACustomerCare)
Access the eVA 4 Approvers app: https://mbuyer.epro.cgipdc.com/Buyer
Download the eVA Mobile 4 Business app: http://www.eva.virginia.gov/eva4biz/index.htm

https://evacustomercare.dgs.virginia.gov/LoginSurvey.asp?Invitation=254473

The survey was generated as a follow-up to this issue:

https://evacustomercare.dgs.virginia.gov/CSIssue_View.asp?IssueNbr=670681

PROMO

New 2021 FORD Utility Truck - Service Truck

F350

104 Miles # YC42743

$65,636

NEW 2021 DRW

Sheehy Ford of Warrenton

Popularity Stats

Seen 128 times *(last 30 days)*

Saved by 5 people

The price has not decreased recently

Description

YC42743 104 Miles

2021 Ford F-350, Service Body, Transmission, 4x4, 2021 Ford F-350 Super Cab DRW 4x4, Service Body ---- 2021 Ford F-350SD XL, VIN: 1FD8X3H68MEC42743, GVWR: 14,000 lb Payload Package,Order Code 640A,Power Equipment Group,Snow Plow Prep Package,XL Value Package,4 Speakers,AM/FM radio,AM/FM Stereo w/MP3 Player,SYNC Communications & Entertainment System,Air Conditioning,110V/400W Outlet,Power Locks,Power steering,Steering wheel mounted audio controls,Traction control,4-Wheel Disc Brakes,ABS brakes,Dual front impact airbags,Dual front side impact airbags,Emergency communication system,Front anti-roll bar,Low tire pressure warning,Overhead airbag,Passenger cancellable airbag,Rear anti-roll bar,Brake assist,Delay-off headlights,Fully automatic headlights,Advanced Security Pack,Dual rear wheels,240 Amp Alternator,Dual 78 AH Battery,Engine Block Heater,4-Ton Hydraulic Jack,Center High-Mounted Stop Lamp (CHMSL),Folding Trailer Tow Mirrors w/Power Heated Glass,Manual Telescoping Folding Trailer Tow Mirrors,Platform

Message From Sheehy Ford Of Warrenton

Prices do not include processing fee and freight

Details

Condition:	New
Year:	2021
Make:	
Model:	
Class:	
Category:	
Cab Type:	
Location:	
Fuel Type:	
Axles:	4x4
Rear Axles:	DRW
Stock Number:	YC42743
VIN:	1FD8X3H68MEC42743
Drivetrain:	
Weight:	10,001 - 14,000#
Transmission Speed:	
Transmission Type:	
Color:	Black
Interior Color:	Medium Earth Gray
Doors:	4
Mileage:	104

Sheehy Ford Of Warrenton

Prices do not include processing fee and freight

Call 1-877-947-4145

Disclaimers

Commercial Truck Trader Disclaimer: The information provided for each listing is supplied by the seller and/or other third parties. CommercialTruckTrader.com is not responsible for the accuracy of the information. Please refer to the Commercial Truck Trader Terms of Use for further information.

Country COMMERCIAL CENTER
COUNTRYWORKTRUCKS.COM

2020 Ford Super Duty F-350 SRW Cab-Chassis

F350 CREW 4X4 * 6.2 V8 * 9' READING UTILITY * 1 OWNER Truck

F350 CREW 4X4 * 6.2 V8 * 9' READING UTILITY * 1 OWNER

Stock #: T3887

VIN #: 1FD8W3F69LEC64285

Miles: 19,513

USED 2020

$62,999.⁰⁰

FALL SALES EVENT **$62,999**

Call Now

Text Now

Schedule Test Drive

Save This Vehicle

Apply For Credit

Contact Us

New 2021 FORD Utility Truck - Service Truck

F350

4 Miles # T3158

$62,845

NEW 2021

SOLD

Malloy Ford

Popularity Stats

Seen 33 times *(last 30 days)*

Be the first user to .

The price has not decreased recently

Description

T3158 4 Miles

2021 Ford F-350, Service Body, Transmission, 4x4, 2021 Ford F-350 Super Cab 4x4, 9FT Knapheide Service body , VIN: 1FD8X3F66MEE14805, GVWR: 11,300 lb Payload Package,Order Code 630A,Power Equipment Group,Snow Plow Prep Package,XL Value Package,4 Speakers,AM/FM radio,AM/FM Stereo w/MP3 Player,SYNC Communications & Entertainment System,Air Conditioning,110V/400W Outlet,Power steering,Steering wheel mounted audio controls,Traction control,4-Wheel Disc Brakes,ABS brakes,Dual front impact airbags,Dual front side impact airbags,Emergency communication system,Front anti-roll bar,Low tire pressure warning,Overhead airbag,Passenger cancellable airbag,Rear anti-roll bar,Brake assist,Electronic Stability Control,Delay-off headlights,Fully automatic headlights,Advanced Security Pack,240 Amp Alternator,Dual 78 AH Battery,Engine Block Heater,2-Ton Mechanical Jack,Center High-Mounted Stop Lamp (CHMSL),Folding Trailer Tow Mirrors w/Power Heated Glass,Manual Telescoping/Folding Trailer Tow Mirrors,Platform Running Boards,Utility Lighting

Details

Condition:	New
Year:	2021
Make:	
Model:	
Class:	
Category:	
Cab Type:	
Location:	
Fuel Type:	
Axles:	4x4
Rear Axles:	Single
Stock Number:	T3158
VIN:	1FD8X3F66MEE14805
Drivetrain:	
Engine Manufacture:	FORD
Engine Size:	
Weight:	10,001 - 14,000#
Transmission Speed:	
Transmission Type:	
Color:	White
Interior Color:	Medium Earth Gray
Doors:	4
Mileage:	4

Malloy Ford

Call 1-866-974-4190

Disclaimers

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Commercial Truck Trader™

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
November 3, 2021	H-5	Use of Courthouse Grounds – Veterans Day Ceremony – American Legion Post 53	

EXPLANATION & SUMMARY:

Please see attached email from Adjutant David A. Kaplan with American Legion Post 53 to hold its annual Veterans Day Ceremony on Thursday, November 11th beginning at 11:00 AM on the Courthouse lawn.

The Board has traditionally approved this request.

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize American Legion Post 53 to use the Warren County Courthouse lawn beginning at 11:00 AM on Thursday, November 11th to host its annual Veterans Day Ceremony.

OR

I move that the Board of Supervisors table the action until __________________.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Emily M. Ciarrocchi, EC Deputy Clerk of the Board		

Emily Ciarrocchi

From:	Emily Ciarrocchi
Sent:	Thursday, October 21, 2021 9:55 AM
To:	Adjutant ALVAPost53
Cc:	Edwin Daley; Tina Presley
Subject:	RE: Special Event Permit Request for Veterans Day Gathering for American Legion

Good morning, Mr. Kaplan,

I will be sure to place this request to use the Courthouse lawn on the agenda for the Board's consideration on November 3, 2021. If you have any additional documentation you would like to include with this request, please send it my way. Thank you!

Emily Ciarrocchi
(pronounced "sher-RAH-kee")
Deputy Clerk of the Board
Warren County Administration
(540) 636-4600

From: Adjutant ALVAPost53 <adjutant.alvapost53@gmail.com>
Sent: Thursday, October 21, 2021 9:52 AM
To: Tina Presley <tpresley@frontroyalva.com>
Cc: Edwin Daley <Edaley@warrencountyva.net>; Emily Ciarrocchi <ECiarrocchi@warrencountyva.net>
Subject: Re: Special Event Permit Request for Veterans Day Gathering for American Legion

Tina, thanks for the info..I had that hunch, but was unsure. I'd be inclined to seek permission from the Clerk of Circuit Court too if needed since the Senior Circuit Court Judge typically creates and enforces the local rules for the Courthouse. I'll defer to Mr. Daley if that is the usual practice.

Respectfully,

David A Kaplan
Adjutant
Giles B Cook American Legion Post 53
Front Royal, VA

On Thu, Oct 21, 2021, 09:40 Tina Presley <tpresley@frontroyalva.com> wrote:

> Mr. Kaplan,

After reading through your application, it looks like this event will be held solely on the courthouse lawn. The Town does not approve permits on the courthouse lawn since it is not Town property. I am copying Mr. Ed Daley, County Administrator to see if he can assist you with the process to use the courthouse lawn.

If you need any further assistance from the Town, please do not hesitate to ask.

Tina

From: Adjutant ALVAPost53 <adjutant.alvapost53@gmail.com>
Sent: Wednesday, October 20, 2021 8:52 PM
To: Tina Presley <tpresley@frontroyalva.com>
Cc: Giles B. Cook American Legion Post 53 <ALVAPost53@gmail.com>
Subject: Special Event Permit Request for Veterans Day Gathering for American Legion

Greetings, I'm trying to make sure I do this correctly so bear with me. Attached is a Special Event Permit application for a small gathering on Veterans Day for members of the American Legion, possibly members of the Veterans of Foreign Wars and any member of the public who happens to stop by and wants to stay for the event. Let me know if my permit is good to go and I'll then coordinate for payment of any fees and any insurance requirements as well.

It's basically just going to be like in years past when the Legion set up a podium with a microphone and speaker or two to have a small gathering on Veterans Day near the Courthouse. Just like in this article from 2018. https://royalexaminer.com/eleven-courthouse-chimes-mark-100th-anniversary-of-world-war-is-end/

Besides the insurance and fee payment, let me know if anything else is needed. Please also let me know the best way to coordinate the fee payment and if I can send in the insurance certificate to this email address.

Respectfully,

David A. Kaplan

Adjutant

Giles B. Cook, American Legion Post 53

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
November 3, 2021	H-6	Use of Courthouse Grounds – Placement of Nativity Scene – Little Chapel Baptist Church	

EXPLANATION & SUMMARY:

Please see attached letter from Little Chapel Baptist Church to place from December 15th through January 2nd a nativity scene on the Warren County Courthouse lawn.

The Board has traditionally approved this request. It has been Board policy to charge $1.00 per day for the use of electricity in connection with the use of the Courthouse grounds.

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize Little Chapel Baptist Church to place a nativity scene on the Warren County Courthouse lawn from December 15, 2021 through January 2, 2022.

OR

I move that the Board of Supervisors deny the request of Little Chapel Baptist Church to place a nativity scene on the Warren County Courthouse lawn.

OR

I move that the Board of Supervisors table the action until ________________.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Emily M. Ciarrocchi, EC Deputy Clerk of the Board		

Little Chapel Baptist Church

WARREN COUNTY
BOARD OF SUPERVISORS

OCT 22 2021

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

October 11, 2021

Edwin "Ed" Daley
County Administrator
County of Warren
220 N Commerce Ave
Front Royal, VA 22630

Dear Mr. Daley and Board of Supervisors:

Annually, our church has had the pleasure of placing the Nativity scene on the courthouse lawn. We would like to request permission to display the Nativity Scene from December 15, 2021-January 2, 2022.

We would like to continue the tradition started by Dorothy Anna Sullivan and the Little Chapel Baptist Church.

We appreciate your consideration and look forward to your reply.

Kindest Regards,

Little Chapel Baptist Church
1048 Happy Creek Road
Front Royal, VA 22630
540-671-1561

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
November 3, 2021	H-7	Use of Courthouse Grounds – Shenandoah Area Secular Humanists	

EXPLANATION & SUMMARY:

Please see attached request letter from Waller Wilson to place two panels on the Courthouse lawn from December 15th through January 2nd, one promoting the Washington Area Secular Humanists and one with the Ten Commitments of the American Humanist Association with a banner with a holiday greeting on it connecting the panels. The Shenandoah Area Secular Humanists is a chapter of the Washington Area Secular Humanists.

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors authorize Waller Wilson with the Shenandoah Area Secular Humanists to place two panels and one banner on the Warren County Courthouse lawn from December 15, 2021 through January 2, 2022.

OR

I move that the Board of Supervisors deny the request of Waller Wilson with the Shenandoah Area Secular Humanists to place two panels and a banner on the Warren County Courthouse lawn.

OR

I move that the Board of Supervisors table the action until ____________________________.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Emily M. Ciarrocchi, EBa Deputy Clerk of the Board		

WARREN COUNTY
BOARD OF SUPERVISORS

OCT 14 2021

RECEIVED
WARREN COUNTY
ADMINISTRATOR'S OFFICE

October 13, 2021

Warren County Board of Supervisors
Warren County Government Center
220 N. Commerce Ave. Suite 100

To Whom it May Concern:

Please accept this as a request of the Shenandoah Area Secular Humanists (SASH) to put a display on the Court House lawn in accordance with your open forum policy for the December holiday season.

The display will be the same as last year's consisting of two panels, one promoting the Washington Area Secular Humanists (WASH) and one with the Ten Commitments of the American Humanist Association connected by a banner saying "This season, no matter what you celebrate or why, Happy Holidays! —Shenandoah Area Secular Humanists"

SASH is a Chapter of WASH.

Thank you for your consideration of our request. We look forward to your approval.

Waller H. Wilson

Waller H. Wilson
297 Hickerson Hollow Road
Front Royal, Virginia 22630
(540) 385-1234

cc: Washington Area Secular Humanists

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
November 3, 2021	H-8	Addition of Network Administrator Position, Job Description and Grade Placement	

EXPLANATION & SUMMARY:

Upon review of IT services, the addition of the Network Administrator position is being recommended by the IT Director. Please see the attached job description for a Network Administrator. We are recommending this position at the same grade as the Geographic Information System Administrator on the County's salary scale, Grade 20 (range from $66,607.31 - $101,350.87).

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors adopt the addition of the Network Administrator (Grade 20) position, job description with grade in the County's compensation plan.

-OR-

(2) I move that the Board of Supervisors not adopt the addition of the Network Administrator position, job description and grade placement.

-OR-

(3) I move that this matter be postponed until ___________________ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Todd Jones, Director of Technology		

Network Administrator

GENERAL DEFINITION OF WORK: *FLSA Status: Non-Exempt*

Designing, installing, and maintaining digital communication networks within the County of Warren and all County subdivisions and departments. Duties include establishing wireless networks, developing digital communication networks, and improving cyber-security; does related work as required.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Establishing and maintaining IT and digital communication infrastructure, including wireless or LAN networks
- Establishing and maintaining digital communication software, including email, user logins and passwords; this includes setting up new employees with company email accounts and providing them with access to the network, as well as troubleshooting for existing employees.
- Training new staff to operate within the company's IT systems and ensuring that new staff are aware of company communication policies
- Making sure that the networks are protected from malware and viruses, identifying areas that might be under threat and areas where security can be improved, keeping up to date on ever-changing cyber-threats
- Installing and maintaining firewalls, establishing, and maintaining County-wide access policies to the internet
- Providing technical support and assistance to employees.
- Performing analysis and collecting data to establish the potential for improvements within the communication networks
- Working with third-party providers to keep the networks running efficiently
- Maintaining the County's phone system and working closely with the phone service provider to keep the lines active
- Exceptional communication skills that foster a culture of sharing ideas and solving problems with other staff members
- Planning for disaster recovery as it pertains to networks hardware, software, and data
- Maintains proper boundaries with staff at all times, assuring respect for the ethical and legal duties in the staff relationship.
- Provides a good role model of a professional in appearance, demeanor, dress, and behavior.
- Other duties as assigned by the Director of Technology.

KNOWLEDGE, SKILLS AND ABILITIES:

This position requires a personable individual who is capable of managing computer networks and utilizing technical abilities relating to computer systems, routing, hardware and software configurations and information security along with communication and problem-solving skills. Applicant must be able to repair, provide maintenance, and troubleshoot Network Servers and Meraki Switches and Routers, Desktop Computers along with OEM devices within the County network. Must be willing to learn new technologies and work in a team environment.

EDUCATION AND EXPERIENCE:

A minimum of 5 years' experience working as a network specialist. A high school diploma or equivalent is required along with additional technical training or related college coursework. Preferable experience includes managing and working with complex networks and cyber security. Knowledge of Windows and Windows Server is required. Experience working in a public safety environment such as the Sheriff's Office and Fire and Rescue is desirable.

PHYSICAL REQUIREMENTS:

Duties performed typically in an office setting. Frequent walking, standing, sitting, stooping, lifting up to approximately 30 pounds, and occasional lifting of equipment such as technology equipment weighing up to approximately 75 pounds may be required. Frequent operation of a vehicle and office equipment is required. Vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, noise, and hazards. Contact with staff members is required. Occasional contact with technology professionals may be required. Frequent contact with vendors and other technicians by phone, email, or in person is necessary.

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 1
November 3, 2021	H-9	Approval of UKG (Ultimate Kronos Group) for Semi-Monthly payroll processing	

EXPLANATION & SUMMARY:

We are recommending the adoption of UKG (Ultimate Kronos Group) for semi-monthly payroll processing. Currently we are utilizing paper timesheets and the payroll process is time intensive and inefficient. Current pay stubs do not provide a detailed breakdown of the timeframe of the pay period, hours paid, deductions taken, and available or used leave which creates significant confusion for the County employees.

The UKG option would provide a web or mobile based option to complete and approve timesheets. Employees would be able to go online and view their time worked and also their accrued leave time. This process will partner with our current BAI software to provide detailed pay stubs which would provide detailed information for county employees regarding regular and overtime hours worked, accrued and used leave time, special payment details, payroll deductions (taxes, insurance premiums). The UKG option would allow supervisors to easily classify hours worked to grants/special projects as needed for billing and reporting purposes.

Attached you will find an overview of the UKG timekeeping system, information regarding their use in local government and public safety, and the quote for system set up ($2,225.00 – set up) and annual service ($18,257.40) based upon 345 employees.

Warren County will be riding Contract Number 4400009166 (Cobb County Contract 18-6390) which was awarded to Ultimate Kronos Group after competitive solicitations through OMNIA Partners for Workforce Management Systems and Related Products, Services, and Solutions.

PROPOSED OR SUGGESTED MOTION:

(1) I move that the Board of Supervisors adopt the UKG timekeeping system.

-OR-

(2) I move that the Board of Supervisors not adopt the UKG timekeeping system.

-OR-

(3) I move that this matter be postponed until ___________________ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Jane Meadows, Human Resources Director		

UKG (Ultimate Kronos Group)

Workforce Management Solutions

Click to expand menu ▾

Overview

Contract Documentation

State and Local Government

K-12

Higher Education

Public Safety

Non-Profit

With the UKG for Public Safety automated scheduling solution, your command-level staff will spend less time on administrative tasks and more time doing what they do best: protecting citizens, fighting crime, and training officers. UKG for Public Safety not only helps Police, Corrections, Fire and EMS departments control overtime costs, create 24/7 schedules, send rapid notifications, and deploy quickly but also yields these important benefits:

- **Simplify complex scheduling** - Create and maintain a virtually unlimited number of schedules that support multiple shifts and rotating positions as well as future-deployed and extra-duty assignments while ensuring adherence to union policies. Employees can expedite tasks such as shift trades and time-off requests and even bid for preferred shifts, vacation time, and overtime.

- **Enforce fairness and equity** - With UKG for Public Safety, you can create schedules and allocate overtime and extra-duty assignment work in a manner that’s fair and equitable while adhering to all union mandates, HR policies, and agency rules. Every staffing decision is validated against the rules to enforce impartiality and contributing to morale.
- **Minimize compliance and safety risk** - Automatically staff the right officers based on skill set, certification, qualification, and availability to help ensure compliance and enhance safety. Manage fatigue easier with schedules that take limitations on scheduled hours or job rotation into consideration.

UKG (Ultimate Kronos Group)

Workforce Management Solutions

Click to expand menu ▾

- Overview
- Contract Documentation
- **State and Local Government**
- K-12
- Higher Education
- Public Safety
- Non-Profit

With labor being the costliest and most controllable expense, this is a primary focus area for many state and local governments. Many transactional aspects of managing the workforce are a great start for increased efficiency. UKG for Government solutions provide automation to highly repetitive processes including time & attendance, absence management, and scheduling. All departments can benefit, but Transportation, Health & Human Services, & Corrections are particularly receptive to improvements in:

- **Minimized Compliance Risk** – Labor laws such as the Fair Labor Standards Act (FLSA) and Collective Bargaining Agreements are complicated and often left to managers to interpret which can lead to unintended violations. With UKG for Government, your pay rules are pre-configured and audit trails provide detail when burden of proof is put on the employer.

- **Improved Visibility into Leave Liability** – Managing absences and policies like the Family Medical Leave Act requires a careful eye and plenty of oversight. Employees without access to their accrual balances are at risk of taking more time than they have. Automation, beyond the functionality of an ERP solution, makes tracking absences manageable and cuts down on leave inflation.

- **Accurate scheduling**: right people, right place, right time – Generating schedules is a daunting task when performing this manually. Factoring in time off requests, certifications, and qualifications requires a skilled person to sit for hours preparing schedules. UKG for Government takes the guess work out of building schedules and frees managers from unnecessary administrative work.

The University of North Carolina at Chapel Hill 103 South Building, Campus Box 9100 Chapel Hill, NC 27599-9100	Pay Group: SPN-SHRA Non-Exempt Pay Begin Date: 07/10/2017 Pay End Date: 07/23/2017	Business Unit: UNCCH **Advice #: 000000002214873** Advice Date: 08/04/2017

		TAX DATA:	Federal	NC State
Employee Name 123 Franklin St CHAPEL HILL, NC 27517	Employee ID: 000000000 Department: 260108-WSEE-HR Information Mgmt Location: OHR-Ofc of the Vice Chancellor Job Title: Admin Support Specialist Pay Rate: $45,000.00 Annual	Tax Status:	Single	Single
		Allowances:	0	0
		Addl. Percent:		
		Addl. Amount:		

HOURS AND EARNINGS

		Current		YTD	
Description	Rate	Hours	Earnings	Hours	Earnings
Regular	20.346846	74.50	1,515.84	855.00	17,446.65
Sick	20.346846	3.50	71.21	19.50	395.51
Bonus Leave	20.346846	2.00	40.69	16.00	325.27
Adverse Weather Cond III Close			0.00	3.00	60.81
Civil Leave			0.00	8.00	162.23
Holiday			0.00	72.00	1,459.97
MobileCommunication Device-$70			0.00		560.00
Overtime @ .50 Time			0.00	14.50	147.50
Overtime - Straight Time			0.00	14.50	295.04
Regular (Overtime Week)			0.00	360.00	7,296.84
Vacation			0.00	27.50	557.39
TOTAL:		**80.00**	**1,627.74**	**1,390.00**	**28,707.21**

TAXES

Description	Current	YTD
Fed Withholdng	182.98	3,319.78
Fed MED/EE	22.12	394.81
Fed OASDI/EE	94.58	1,688.15
NC Withholdng	61.00	1,126.00
TOTAL:	**360.68**	**6,528.74**

BEFORE-TAX DEDUCTIONS

Description	Current	YTD
TSERS - Retirement	97.66	1,688.82
Critical Illness	32.10	513.60
UNC Traffic Office - Parking	26.51	425.84
NC Flex Group Life Employee	12.70	203.20
Dental Plan	10.61	169.76
Cancer Plan	7.59	121.44
State Health Plan 80/20	7.52	120.32
Vision Plan	4.29	68.64
NC Flex Voluntary AD&D Empl	0.85	13.60
TOTAL:	**199.83**	**3,325.22**

AFTER-TAX DEDUCTIONS

Description	Current	YTD
NC State Empl Credit Union	25.00	425.00
Reliance Standard AD&D Emplye	2.00	32.00
TOTAL:	**27.00**	**457.00**

EMPLOYER PAID BENEFITS

Description	Current	YTD
TSERS - Retirement	278.83	4,685.51
State Health Plan 80/20	239.74	3,835.84
Imputed Income for LIF600*	0.00	157.48
***TAXABLE**		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current	1,627.74	1,427.91	360.68	226.83	1,040.23
YTD	28,707.21	25,539.47	6,528.74	3,782.22	18,396.25

LEAVE BALANCES/ACTIVITY	VACATION	SICK
Year Begin Balance	167.83	244.00
Earned This Year	79.33	56.00
Used This Year	33.50	27.50
End Balance	**213.66**	**272.50**
LEAVE DATA VALID THRU:		**07/23/2017**

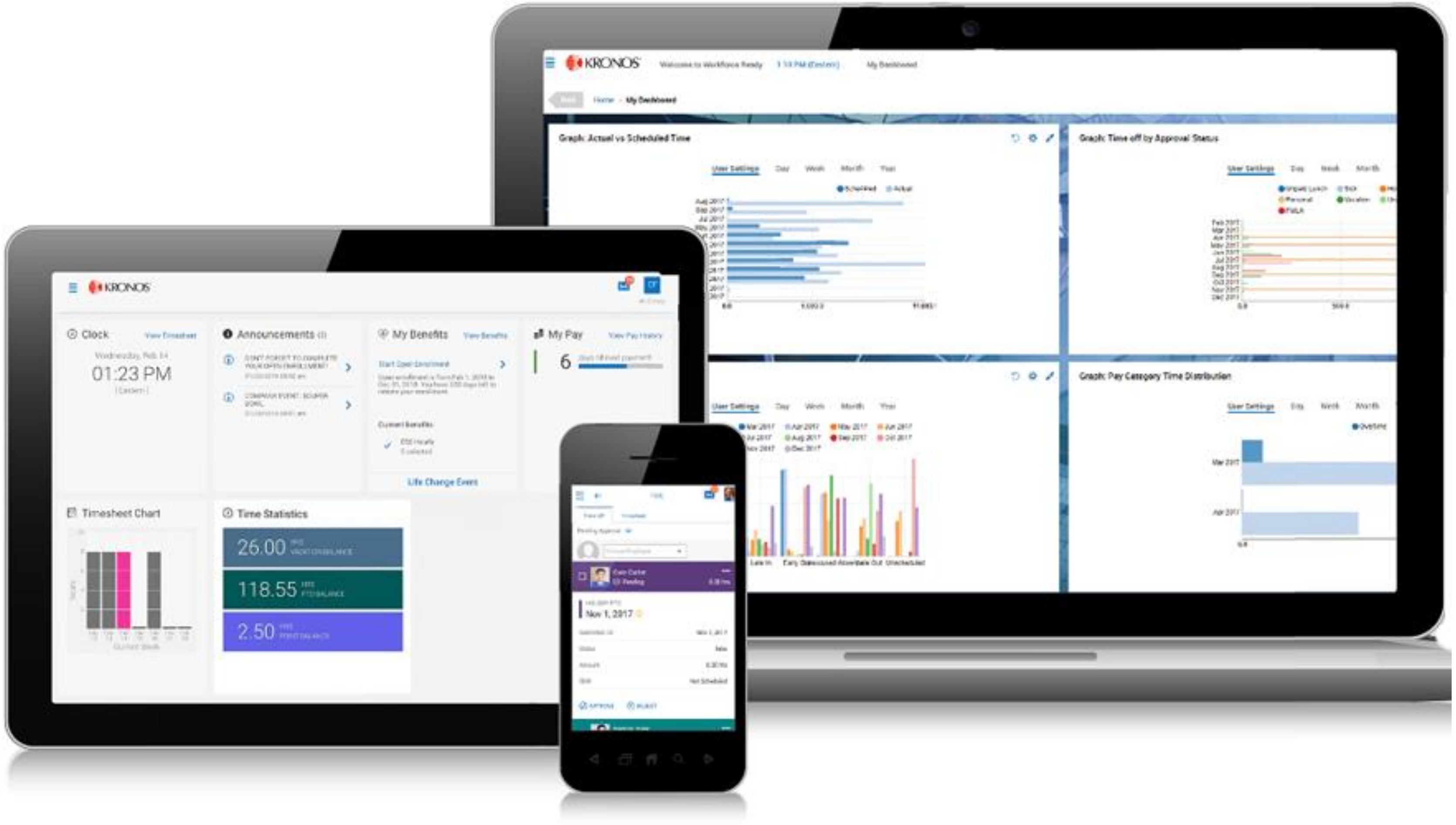
For current and detailed leave information, log into TIM

NET PAY DISTRIBUTION

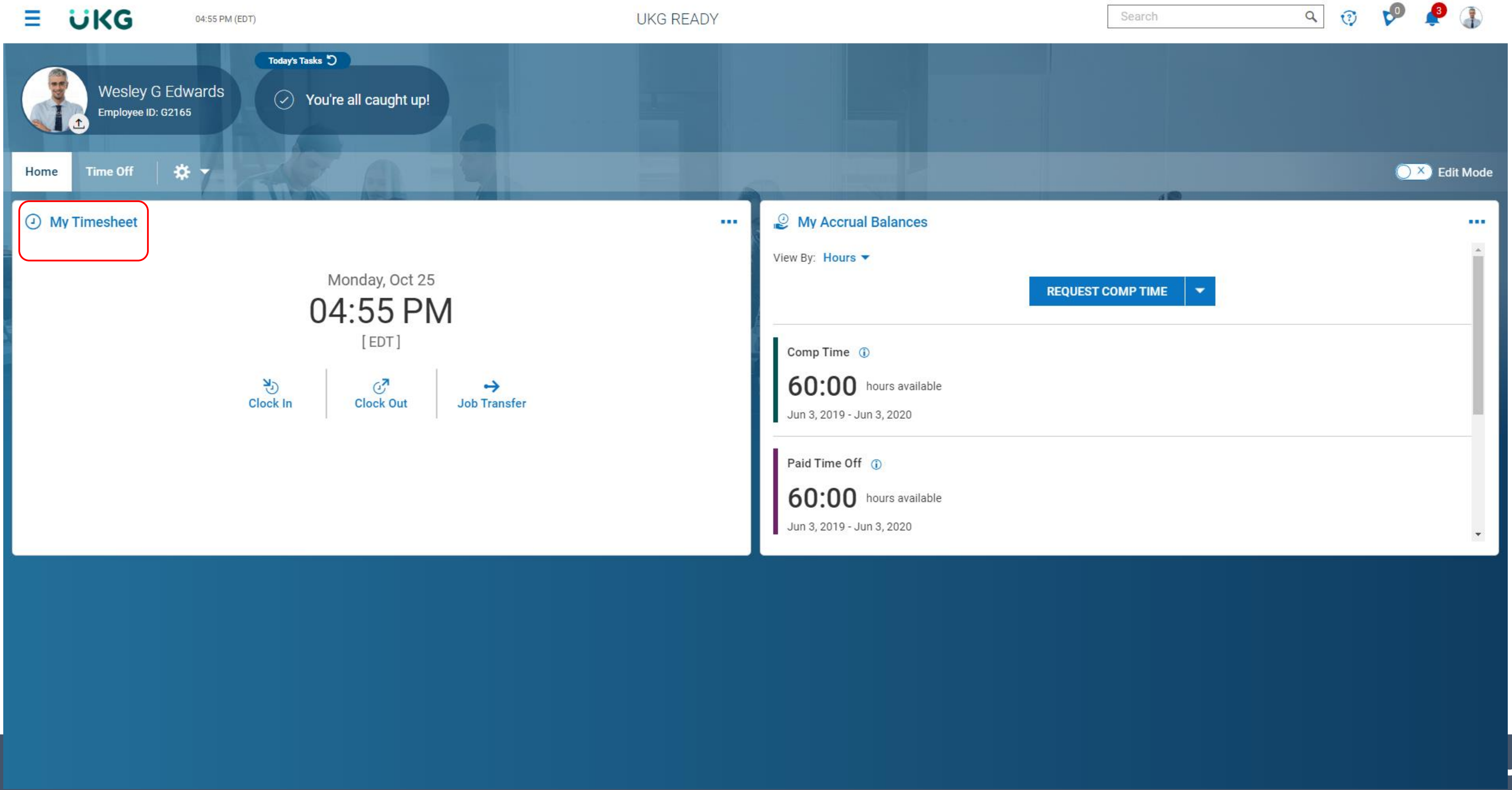
	Account Type	Account Number	Deposit Amount
Advice #000000002214873	Checking	XXXXX000000	1,040.23
TOTAL:			**1,040.23**

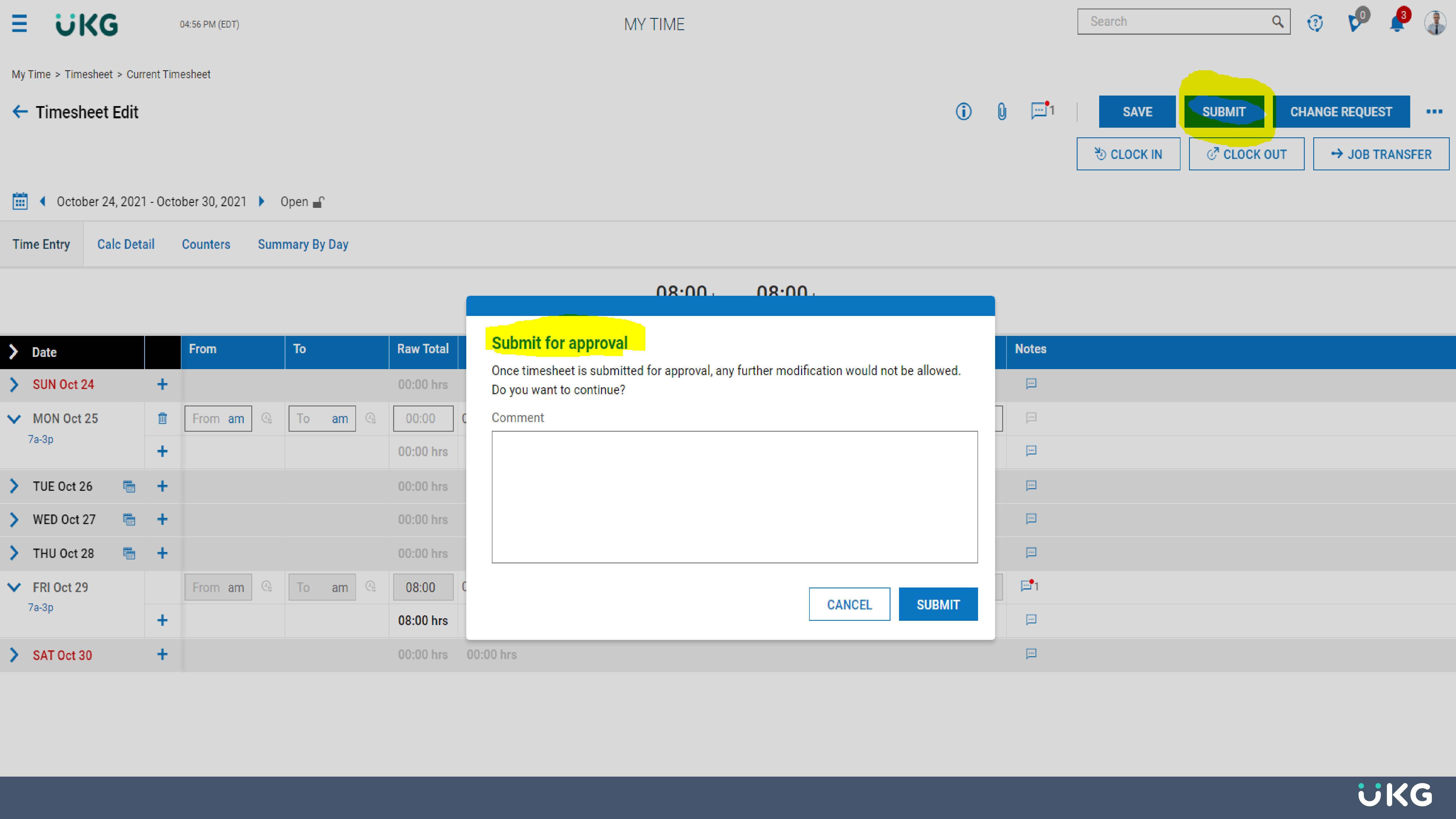
MESSAGE:

Approvals can be done from web or mobile

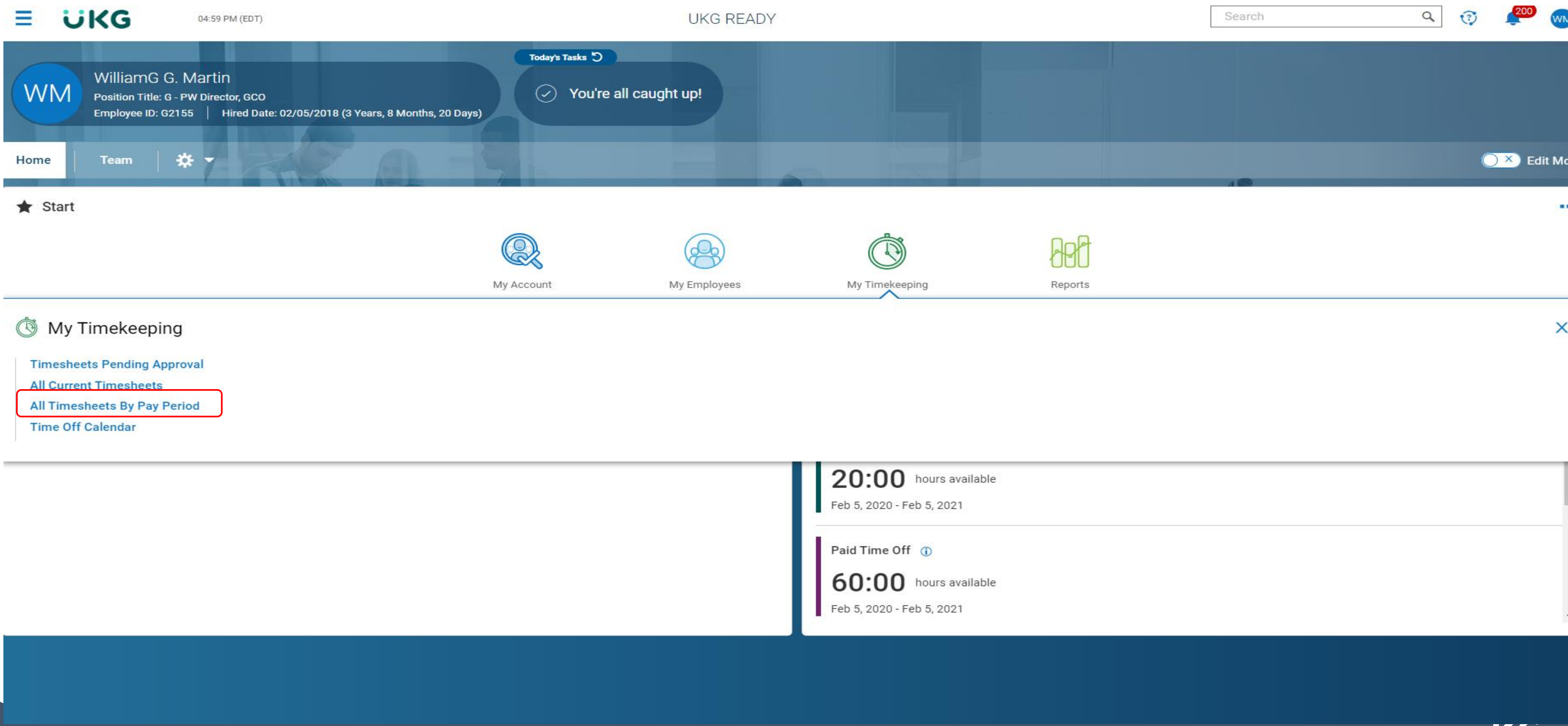


Employees can review their own time information




UKG
04:56 PM (EDT)
MY TIME
Search
My Time > Timesheet > Current Timesheet
Timesheet Edit
SAVE
SUBMIT
CHANGE REQUEST
CLOCK IN
CLOCK OUT
JOB TRANSFER
October 24, 2021 - October 30, 2021
Open
Time Entry
Calc Detail
Counters
Summary By Day
Date
From
To
Raw Total
Notes
SUN Oct 24
00:00 hrs
MON Oct 25
7a-3p
From am
To am
00:00
00:00 hrs
TUE Oct 26
00:00 hrs
WED Oct 27
00:00 hrs
THU Oct 28
00:00 hrs
FRI Oct 29
7a-3p
From am
To am
08:00
08:00 hrs
SAT Oct 30
00:00 hrs
00:00 hrs
Submit for approval
Once timesheet is submitted for approval, any further modification would not be allowed.
Do you want to continue?
Comment
CANCEL
SUBMIT
UKG

Managers can review all EE timecards



UKG 05:01 PM (EDT) TIME

Search

200

Time > Timesheets > Timesheet Views > By Pay Period

Timesheets (By Pay Period)

VIEW SUBMIT APPROVE REJECT

Page 1 of 2 1 - 10 of 19 Rows Current view

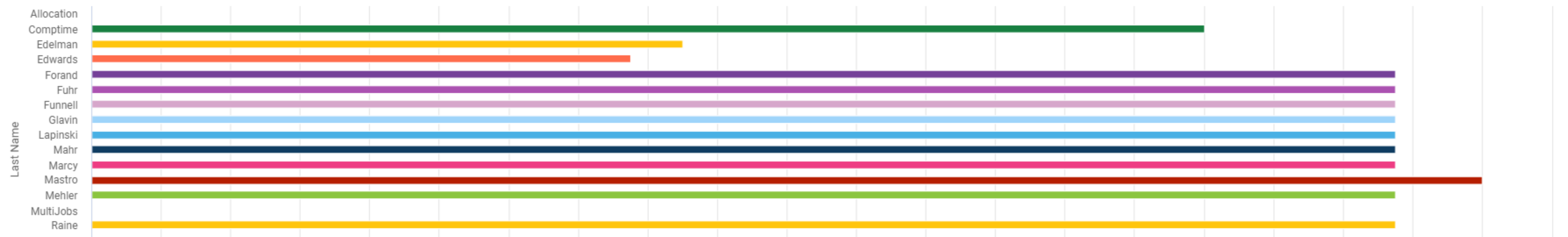
Pay Period: 10/24/2021 - 10/30/2021 Show My Timesheets Only (2)

Permission	Approval St...	First Name	Last Name	# Incomple...	Calc. Hours	Weekly Ov...	Holiday Ho...	Vacation H...	Raw Hours	# Unapprov...
=	=	starts with	starts with	=	=	=	=	=	=	=
Approve	Open	Neil	Fuhr	-	37:30	-	-	-	40:00	5
Approve	Open	Wesley G	Edwards	1	15:30	-	-	8:00	16:00	3
Approve	Open	Max	Marcy	-	37:30	-	-	-	40:00	5
Approve	Open	Amie	Glavin	-	37:30	-	-	-	40:00	5
Approve	Open	Fernando	Skala	-	37:30	-	-	-	40:00	5
Approve	Open	Allie	Lapinski	-	37:30	-	-	-	40:00	5
Approve	Open	Tyrone	Mastro	-	40:00	-	-	-	40:00	5
Approve	Open	Fernando	Mehler	-	37:30	-	-	-	40:00	5

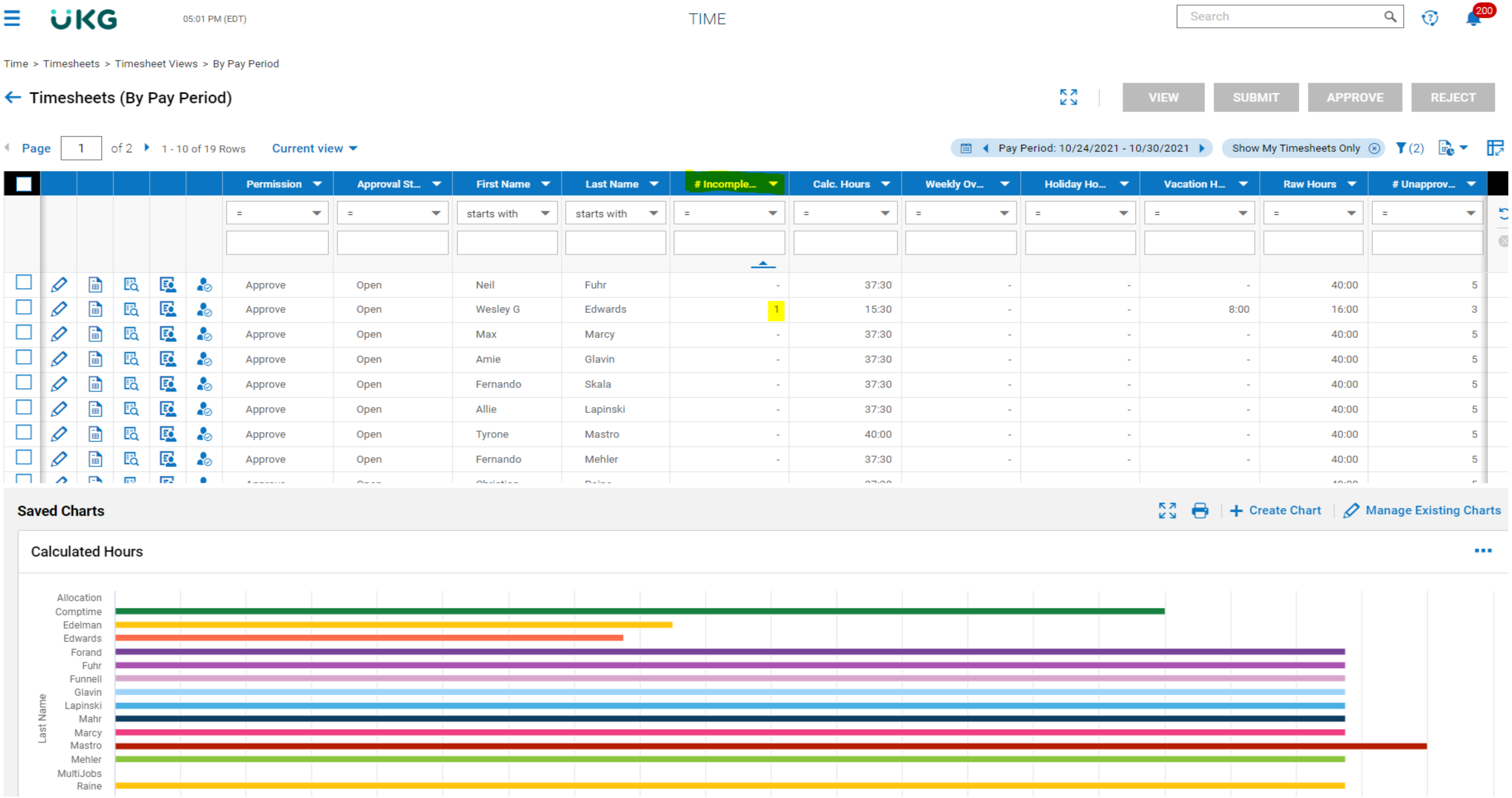
Saved Charts

Create Chart Manage Existing Charts

Calculated Hours



Managers can review totals, incomplete and easily approve.



Permission	Approval St...	First Name	Last Name	# Incomple...	Calc. Hours	Weekly Ov...	Holiday Ho...	Vacation H...	Raw Hours	# Unapprov...
Approve	Open	Neil	Fuhr	-	37:30	-	-	-	40:00	5
Approve	Open	Wesley G	Edwards	1	15:30	-	-	8:00	16:00	3
Approve	Open	Max	Marcy	-	37:30	-	-	-	40:00	5
Approve	Open	Amie	Glavin	-	37:30	-	-	-	40:00	5
Approve	Open	Fernando	Skala	-	37:30	-	-	-	40:00	5
Approve	Open	Allie	Lapinski	-	37:30	-	-	-	40:00	5
Approve	Open	Tyrone	Mastro	-	40:00	-	-	-	40:00	5
Approve	Open	Fernando	Mehler	-	37:30	-	-	-	40:00	5

ORDER FORM

Order Type: Quote
Date: 10/19/2021

Quote#: Q-87337
Expires: 11/12/2021
Sales Executive: Patrick Friel

Bill To Contact:

Bill To: COUNTY OF WARREN
220 N COMMERCE AVE # 400
FRONT ROYAL, VA 22630 USA

Ship To Contact: Todd Jones

Ship To: COUNTY OF WARREN
220 N COMMERCE AVE # 400
FRONT ROYAL, VA 22630 USA

Ship to Phone: 540-252-0909
Ship to Mobile:
Contact: Todd Jones
Email: tcjones@warrencountyva.net

Currency: USD
Customer PO Number:
Solution ID: 6183191
Initial Term:36 months
Billing Start Date: 90 Days from Execution of Order Form
Data Center Location: Not Applicable

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term:12 months
Payment Terms: Net 30 Days

Order Notes:

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.
This order entered into between the Customer and Kronos SaaShr, Inc., a UKG company, is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the “US Communities Agreement #18221”).

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	345	USD 3.78	USD 1,304.10
UKG READY ACCRUALS MANAGER	345	USD 0.63	USD 217.35
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
Total Price			**USD 1,521.45**

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 2,225.00**

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 1,521.45

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 18,257.40

Item	Total Price
Total One Time Fees	USD 2,225.00

COUNTY OF WARREN		**Kronos SaaShr, Inc.**	
Signature:	______________________________	Signature:	______________________________
Name:	______________________________	Name:	______________________________
Title:	______________________________	Title:	______________________________
Effective Date:	______________________________	Effective Date:	______________________________

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to COUNTY OF WARREN ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, aswell as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your Ready SaaS Solution

COUNTY OF WARREN and Kronos are deploying the following Ready modules with 1 location(s), EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	345	1	90 Days
UKG READY ACCRUALS MANAGER	345	1	

COUNTY OF WARREN and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between COUNTY OF WARREN and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, COUNTY OF WARREN and Kronos will deploy the following core modules and functionality in 90 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value

<table>
<tr>
<td>UKG Ready Time</td>
<td>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:

Total Cost Centers
Profiles

Timesheet
Time Off Request
Pay Calculations
Pay Prep
Security
Points

Tables

Rate
Holiday

Manager Levels
Employee Perspective Scorecards
Workflows

Time Off Requests
Timesheet Change Requests

Schedules

Daily Rules
Work Schedule Profiles

Pay Periods
Counters
Time Off Categories
Reports

61 commonly used pre-configured reports are included in the implementation
Kronos will configure up to 5 additional custom reports using the standard functionality in thesoftware

Timekeeping Admin Training

</td>
</tr>
</table>

<table>
<tr>
<td>UKG Ready Accruals Manager</td>
<td>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:

Consistent enforcement of policy
Configurable calculation methods & grants
Time-Off routing & approval workflow (requires UKG Ready Time)
Time-Off requests at data collection devices
Automatic updates to schedule & timecard (requires UKG Ready Time)
Visibility to projected balances
Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll)
View time-off calendars for groups
Mobile access
One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format
Configure accruals profiles and assign to employees

Please note that UKG Ready Accruals Manager requires UKG Ready Time.</td>
</tr>
</table>

Value-Add Functionality Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with COUNTY OF WARREN to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value

UKG Ready Integration Hub	UKG Ready Integration Hub enables data to flow between Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3rd party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3rd parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:
	• UKG Ready Time Interface bundle using customer-supplied data in standard file formats
	    • UKG Ready Accruals Interface bundle using customer-supplied
	• UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats
	    • Employee Availability Import from 3rd party system
	    • Schedule detail export
	• UKG Ready HR Interface bundle using customer-supplied data in standard file formats
	    • Benefit enrollment exports
	    • Employee deduction election imports
	    • Employee demographic exports
	• UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats
	    • ACH payroll employee direct deposit file exports
	    • ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)
	    • Payroll employee withholding amount exports
	    • Pension enrollment export (e.g. 401k)
	    • Pension census export (e.g. 401k
	    • New hire reporting export
	    • Positive pay export
	    • Payroll journal export to G/L, 1 acct structure
	    • Tax payment & filing Interface

	Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3rd party vendor and/or can accept data from said 3rd party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer. • John Hancock Retirement Planning Service • Blue Cross Blue Shield of Texas • HSA Bank • Discovery Benefits • Bankers Fidelity • The Standard **Please note:** Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If suchintegrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.

Administrator and Super User Training

Included in each Customer's software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value

Administrator and Super User Training	Each Customer will have access to:
	• Learning Center, Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to:
	  • Interactive self-paced, on-demand modules
	  • "How to" videos and snippets
	  • Printable job aids
	• Recommended learning plan(s) aligned to each user's roles within Ready
	• Online, public instructor-led class(es)
	• "Train the Trainer" enablement and materials
	  • Editable templates and tools to be leveraged by the administrators to deliver manager and employee training
	  • Manager and employee-focused job aids for common tasks within Ready

Change Management and User Adoption Training	Each Customer will have access to: • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
  - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide toCustomer upon request.
  - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicateadditional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
  - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specificationsprovided by Kronos
  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
  - Providing all required data imports in the approved Kronos format
  - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalationand resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also beinvolved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources,database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of thisProfessional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to theKronos implementation team.

Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limitedto (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whetherapproved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under thisProfessional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional ServicesEngagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

UKG READY - SOFTWARE AS A SERVICE
TERMS AND CONDITIONS

Customer and Kronos SaaShr, Inc., a UKG company ("UKG") agree that the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Ready® SaaS Applications in UKG's hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND UKG.

1. DEFINITIONS

"Agreement" means these terms and conditions and the Order Form(s).
"Application(s)" or **"SaaS Application(s)"** means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.
"Billing Start Date" means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.
"Confidential Information" means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.
"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.
"Documentation" means technical publications published by UKG relating to the use of the Services.
"Educational Content" has the meanings ascribed in Section 7.4.
"Equipment" means the UKG equipment purchased or rented by Customer under this Agreement.
"Initial Term" means the initial term of the Services as indicated on the Order Form.
"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.
"Order Form" means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.
"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.
"Renewal Term" means the renewal term of the Services as indicated on the Order Form.
"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.
"Supplier" means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services.
"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.
2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.
2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, UKG may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).
2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
2.5 If the Agreement is terminated for any reason:
(a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;
(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;
(c) Customer shall return any rented Equipment as provided in Section 9.1 below;
(d) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and
(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.
2.6 Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT
3.1 Customer shall pay UKG the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, UKG will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes UKG to charge the debit card or credit card on file with UKG in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.
3.2 Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the

Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

3.3 Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of UKG's delivery of the Services on a variable fee basis, Customer agrees to pay UKG each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by UKG based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by UKG for non-payment or otherwise terminated by UKG for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

3.4 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.5 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

4.2 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.

4.3 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.4 UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

4.5 UKG reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after UKG posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

4.6 Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at https://www.ukg.com/benefits-center-terms-and-conditions will apply. The Benefits Center offering is only available within the United States.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the UKG systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement. UKG is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation*. UKG will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide UKG with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. UKG and Customer's implementation responsibilities are described more specifically in the Services

Implementation Guideline set forth at: https://www.ukg.com/products/ukg-ready/implementation-guidelines
7.2 *Standard Support*. UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.
7.3 *Equipment Support.* If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, UKG will provide the following Depot Exchange Support Services to Customer:
(a) Upon the failure of installed Equipment, Customer shall notify UKG of such failure and UKG will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by UKG to be Equipment related shall be dispatched to a UKG Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to UKG, as reasonably determined by UKG. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to UKG' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in UKG's then-current Support Services Policies.
(b) UKG will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of UKG's choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the UKG provided RMA designating the applicable UKG Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from UKG, shall package the defective Equipment in the materials provided by UKG, with the RMA supplied and promptly return failed Equipment directly to UKG.
(c) Equipment support also includes Customer access to Equipment service packs via the UKG Customer Portal.
7.4 *Educational Materials and Content*. Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in *pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.
7.5 *Technical Account Manager*. Customers purchasing a UKG Technical Account Manager ("**TAM**") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("**Technical Contacts**") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants UKG permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services UKG offers to customers. In addition, UKG may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

9. EQUIPMENT

If Customer purchases or rents Equipment from UKG, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.
9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from UKG:

(a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without UKG's prior written consent. UKG shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. UKG reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) Ownership. All Equipment shall remain the property of UKG. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by UKG to give full effect to the intent of terms of this paragraph (d).

(e) Equipment Support. UKG shall provide to Customer the Equipment support services described in Section 7.

(f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to UKG in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from UKG, Customer shall pay UKG the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from UKG:

(a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).

(b) Equipment Support. UKG shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. UKG may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Finger Scan and Facial Recognition Equipment.* For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer warrants that it is compliant and will maintain compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment. If required by law, Customer further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to UKG and its authorized subcontractors. CUSTOMER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY UKG, ITS EMPLOYEES, DIRECTORS, PARENT, SUBSIDIARIES AND AUTHORIZED PARTNERS AND SUBCONTRACTORS (COLLECTIVELY, "UKG INDEMNITEES") FOR ANY CLAIMS, DAMAGES, PENALTIES OR FINES ASSERTED OR AWARDED AGAINST A UKG INDEMNITEE ARISING OUT OF OR RELATING TO CUSTOMER'S BREACH OF ANY OF THE WARRANTIES IN THIS SECTION 9.3 WITH RESPECT TO FS/FR EQUIPMENT. UPON RECEIPT OF NOTICE OF SUCH A CLAIM, CUSTOMER SHALL ASSUME SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; PROVIDED THAT: (I) UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF

UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

10. SERVICE LEVEL AGREEMENT

UKG shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with UKG's standard maintenance windows, or (ii) any unavailability caused by circumstances beyond UKG's reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving UKG employees), internet service provider failures or delays, or denial of service attacks, and (c) provide Services in accordance with applicable laws and government regulations.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 UKG represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

11.3 UKG warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be UKG's repair or replacement of the deficient Equipment, at UKG's option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

(c) malfunctions resulting from the use of badges or supplies not approved by UKG.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes , rules, or regulations governing the respective activities of the parties under the Agreement.

12.2 As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.
12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.
12.4 UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.
12.5 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be found at: https://www.ukg.com/products/ukg-ready/subprocessors

13. INDEMNIFICATION
13.1 UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.
13.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to UKG or Suppliers, UKG's maximum liability will be to assign to Customer UKG's or Supplier's recovery rights with respect to such infringement claims, provided that UKG or UKG's Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.
13.3 Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, infringes or misappropriates any copyright or patent, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused

or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.
13.4 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY
14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.
14.2 EXCEPT FOR UKG' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.
14.3 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.
14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION
15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive

for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain UKG's prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which UKG is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE,

SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.
17.10 No third party beneficiaries exist under this Agreement.
17.11 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Customer
Dated:
By:
Name:
Title:

Kronos SaaShr, Inc.
Dated:
By:
Name:
Title:

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF 2
November 3, 2021	H-10	Authorization to Advertise for a Public Hearing – Proposed Amendment to Warren County Code Chapter 160, Article XIX "Transient Occupancy Tax"	

EXPLANATION & SUMMARY:

Virginia Code § 58.1-3819 to § 58.1-3926 authorizes counties to collect transient occupancy tax on the gross proceeds of room rentals of hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days.

The 2021 General Assembly passed Senate Bill 1398 amending the Virginia Code to revise transient occupancy taxes to provide for tax reporting when a room is booked through an accommodation's intermediary (e.g. AirBnB, VRBO, Expedia, etc.). Additionally, the Virginia Code was amended to provide that for any room rental where an accommodations provider contracts with an intermediary to facilitate the sale of accommodations and the intermediary charges the customer for the room and also an accommodations fee, the intermediary would be deemed the dealer for the transaction and would be required to separately state the taxes on the invoice and to collect the taxes on the entire amount paid for the use or possession of the room.

In light of these changes, Warren County Code Chapter 160, Article XIX "Transient Occupancy Tax" should be amended to conform with the Virginia Code.

The Board of Supervisors must first hold a public hearing before amending said ordinance.

A draft of the proposed amended ordinances will be provided prior to the public hearing.

COST & FINANCING:

N/A.

<u>CONSENT AGENDA MOTION</u>:

I move the Board of Supervisors authorize the advertisement of a public hearing to amend Chapter 160, Article XIX "Transient Occupancy Tax" of the Warren County Code to conform with the Virginia Code.

<u>ALTERNATIVE MOTIONS</u>:

I move the Board of Supervisors not authorize the advertisement of a public hearing to amend Chapter 160, Article XIX "Transient Occupancy Tax" of the Warren County Code to conform with the Virginia Code.

OR

I move that this matter be postponed until ______________________________ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin Jordan, Senior Assistant County Attorney		

Warren County, VA
Wednesday, October 27, 2021

Chapter 160. Taxation

Article XIX. Transient Occupancy Tax

[Adopted 9-19-2000]

§ 160-79. Short title.

This article may be referred to as the "Warren County Transient Occupancy Tax."

§ 160-80. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

COMMISSIONER OF THE REVENUE OR COMMISSIONER
The Commissioner of the Revenue of the County of Warren, Virginia, or any of his duly authorized deputies or agents or successors.

MOTEL
Any public or private hotel, motel, boardinghouse, travel campground and other facilities offering guest rooms rented out for continuous occupancy for fewer than thirty consecutive days.

PERSON
Includes individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.

ROOM CHARGE
The total charge made by any such motel or short-term tourist rental for lodging and/or space furnished any such transient. If the charge made to such transient includes any charge for services or accommodations in addition to that of lodging and/or use of space, then such portion of the total charge as represents only room and/or space rental or use shall be distinctly set out and billed to such transient by such motel or short-term tourist rental as a separate item.
[Amended 6-19-2012]

SHORT-TERM TOURIST RENTAL
A single-family dwelling not attached to any other dwelling by any means and located on an individual lot that is rented out for continuous occupancy for fewer than 30 consecutive days.
[Added 6-19-2012]

TRANSIENT
Any person who, for any period of not more than 30 consecutive days, either at his own expense or at the expense of another, obtains lodging or the use of any space in any motel or short-term tourist rental, as hereinabove defined, for which lodging or use of space a charge is made.
[Amended 6-19-2012]

§ 160-81. Tax imposed.

[Amended 6-19-2012; 4-18-2017[1]]
In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby imposed and levied on each and every transient a tax equivalent to 5% of the total amount charged for the occupancy of any short-term tourist rental, room or space occupied by any such transient. The excess over 2% shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality.

[1] *Editor's Note: This ordinance provided an effective date of 7-1-2017.*

§ 160-82. Exemptions.

No tax shall be payable hereunder on room charge paid to any hospital, medical clinic, convalescent home or any home for the aged.

§ 160-83. Collection.

[Amended 6-19-2012]
Every person receiving any payment for room charge with respect to which a tax is levied under this article shall collect the amount of tax hereby imposed from the transient on whom the same is levied or from the person paying for such rental or room charge at the time payment for such short-term tourist room rental is made, whether payment is made in cash or on credit by means of a credit card or otherwise.

§ 160-84. Collections in trust for County.

All amounts collected as taxes under this article shall be deemed to be held in trust by the seller collecting them until remitted to the County as provided by this article.

§ 160-85. Required reports; remittances.

A. Every person receiving payment for a room charge for which a tax is levied under this article shall make a report for each calendar month, showing the amount of charges collected for room charge and the amount of tax required to be collected.

B. The monthly reports shall be made on forms prescribed by the Commissioner and shall be signed by the person receiving any payment for a room charge. They shall be delivered to the Commissioner on or before the 20th day of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the County Treasurer. The Commissioner shall promptly transmit all taxes received to the County Treasurer

§ 160-86. Powers and duties of Commissioner of Revenue.

A. It shall be the duty of the Commissioner of the Revenue to ascertain the name of every person operating a motel or short-term tourist rental in the County liable for the collection of the tax levied in this article.
[Amended 6-19-2012]

B. The Commissioner shall have the power to adopt rules and regulations not inconsistent with the provisions of this article for the purpose of carrying out and enforcing the payment, collection and remittance of the tax herein levied, and a copy of such rules and regulations shall be on file and available for public examination in the County Administrator's office. Failure or refusal to comply with any rules and regulations promulgated under this section by any person receiving payment for a room charge shall be deemed a violation of this article.

§ 160-87. Penalty and interest.

A. There shall be a penalty of 10% added to all transient occupancy taxes imposed under the provisions of this article that are unpaid on the due date as provided in this article.

B. In addition to such penalty, interest at the rate of 10% per annum shall accrue and be added to all due and unpaid taxes and penalties beginning with the first day following the imposition of the penalty; provided, however, that for the second and subsequent years of the delinquency, such interest shall be at the rate established pursuant to Section 6621 of the United States Internal Revenue Code of 1986, 26 U.S.C. § 6621, as amended, but not less than 10%. No penalty under this Subsection **B** shall exceed 10% of the past due tax. Taxes and penalties herein provided shall be assessed and collected in the manner provided by law for the enforcement of the collection of other taxes.

C. Any corporate, partnership or limited liability company officer, as defined in § 58.1-3906, Code of Virginia, 1950, as amended, who willfully fails to pay, collect or truthfully account for and pay over any transient occupancy tax, or willfully attempts in any manner to evade or defeat any such tax or the payment thereof, shall, in addition to other penalties provided by law, be liable for a penalty of the amount of the tax evaded or not paid, collected or accounted for and paid over, to be assessed and collected in the same manner as such taxes are assessed and collected.

§ 160-88. Failure to collect or remit.

A. If any person whose duty it is to do so shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof or if the Commissioner of the Revenue has reasonable cause to believe that an erroneous statement has been filed, the Commissioner shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due the County and, in connection therewith, shall make such investigations and take such testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard shall be given any person who may become liable for the amount owing prior to any determination by the Commissioner of the Revenue.

B. As soon as the Commissioner has procured whatever facts and information may be obtainable upon which to base the assessment on any tax payable by any person who has failed to collect, report or remit such tax, the Commissioner shall proceed to determine and assess against such person the tax, penalty and interest provided in this article and shall notify the person by certified or registered mail sent to his or her last known address of the amount of such tax, penalty and interest. The total amount thereof shall be payable 10 days after the date such notice is sent.

§ 160-89. Preservation of records; examination.

A. It shall be the duty of every person liable for collection and remittance of the taxes imposed by this article to keep and preserve for a period of two years records showing all short-term tourist rentals or room rentals taxable under this article, the amount charged for each short-term tourist rental or room charged, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article.
[Amended 6-19-2012]

B. The Commissioner shall have the power to examine such records at reasonable times and without unreasonable interference with the business of such person, for the purpose of administering and enforcing the provisions of this article and to make transcripts of all or any parts thereof.

§ 160-90. Persons going out of business.

Whenever any person required to collect and remit to the County any tax imposed by this article shall cease to operate or shall otherwise dispose of his or her business, the tax shall immediately become due and payable, and the person shall immediately make a report and remittance thereof.

§ 160-91. Enforcement.

[Amended 6-19-2012]

A. It shall be the duty of the Commissioner to ascertain the name of every person operating a motel or short-term tourist rental in the County liable for the collection of the tax imposed by this article who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The Commissioner may have issued a summons for such person, and the summons may be served upon such person by the Sheriff of Warren County in the manner provided by law. One return of the original summons shall be made returnable to the General District Court for the County.

B. In the event that any person who has rented or been charged for a room or short-term tourist rental refuses to pay the tax imposed by this article, the motel or short-term tourist rental employee on duty may call upon the Sheriff's office for assistance, and the investigating officer may, when probable cause exists, issue the person who has rented the room or short-term tourist rental a summons or warrant returnable to the General District Court as provided by law.

§ 160-92. Willful failure to collect and account for tax; penalty.

Any corporate or partnership officer as defined in § 58.1-3906 of the Code of Virginia, 1950, as amended, or any other person required to collect, account for and pay over any transient occupancy tax, who willfully fails to collect or truthfully account for and pay over such tax, and any such officer or person who willfully evades or attempts to evade any such tax or the payment thereof, shall, in addition to any other penalties provided by law, be guilty of a Class 1 misdemeanor. Conviction shall not relieve any person from the payment, collection or remittance of the tax, penalties or interest as provided in this article. Each violation or willful failure to comply shall be a separate offense.

§ 160-93. Commission for collection of tax.

[Amended 6-19-2012]
Each motel or short-term tourist rental which collects, accounts for and remits to Warren County a transient occupancy tax shall be allowed a commission for such service in the form of a deduction from the tax remitted in the amount of five percent of the amount of the tax due and accounted for.

10/27/2021

Code of Virginia
Title 58.1. Taxation
Chapter 38. Miscellaneous Taxes

§ 58.1-3818.8. (Effective September 1, 2021) Definitions.

As used in this article, unless the context requires a different meaning:

"Accommodations" means any room or space for which tax is imposed on the retail sale of the same pursuant to this article.

"Accommodations fee" means the same as such term is defined in § 58.1-602.

"Accommodations intermediary" means the same as such term is defined in § 58.1-602.

"Accommodations provider" means the same as such term is defined in § 58.1-602.

"Affiliate" means the same as such term is defined in § 58.1-439.18.

"Discount room charge" means the same as such term is defined in § 58.1-602.

"Retail sale" means a sale to any person for any purpose other than for resale.

"Room charge" means the same as such term is defined in § 58.1-602.

2021, Sp. Sess. I, c. 383.

10/27/2021

Code of Virginia
Title 58.1. Taxation
Chapter 38. Miscellaneous Taxes

This section has more than one version with varying effective dates. Scroll down to see all versions.

§ 58.1-3819. (Effective until September 1, 2021) Transient occupancy tax.

A. 1. Any county, by duly adopted ordinance, may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days. Such tax shall be in such amount and on such terms as the governing body may, by ordinance, prescribe.

2. Unless otherwise provided in this article, any county that imposes a transient occupancy tax at a rate greater than two percent shall, by ordinance, provide that (i) any excess from a rate over two percent shall be designated and spent solely for such purpose as was authorized under this article prior to January 1, 2020, or (ii) if clause (i) is inapplicable, any excess from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality. Unless otherwise provided in this article, for any county that imposes a transient occupancy tax pursuant to this section or an additional transient occupancy tax pursuant to another provision of this article, any excess over five percent, combining the rates of all taxes imposed pursuant to this article, shall not be restricted in its use and may be spent in the same manner as general revenues. If any locality has enacted an additional transient occupancy tax pursuant to subsection C of § 58.1-3823, then the governing body of the locality shall be deemed to have complied with the requirement that it consult with local tourism industry organizations, including lodging properties. If there are no local tourism industry organizations in the locality, the governing body shall hold a public hearing prior to making any determination relating to how to attract travelers to the locality and generate tourism revenues in the locality.

B. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days in hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms. In addition, that portion of any tax imposed hereunder in excess of two percent shall not apply to travel campgrounds in Stafford County.

C. Nothing herein contained shall affect any authority heretofore granted to any county, city or town to levy such a transient occupancy tax. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any tax levied under this section, mutatis mutandis.

D. Any county, city or town that requires local hotel and motel businesses, or any class thereof, to collect, account for and remit to such locality a local tax imposed on the consumer may allow such businesses a commission for such service in the form of a deduction from the tax remitted. Such commission shall be provided for by ordinance, which shall set the rate thereof at no less than three percent and not to exceed five percent of the amount of tax due and accounted for. No commission shall be allowed if the amount due was delinquent.

E. All transient occupancy tax collections shall be deemed to be held in trust for the county, city or town imposing the tax.

Code 1950, § 76.1; 1970, c. 443; 1971, Ex. Sess., c. 214; 1973, c. 433; 1974, c. 614; 1983, c. 313; 1984, c. 675; 1985, c. 556; 1992, cc. 263, 834; 1996, c. 833; 1997, cc. 757, 764; 1998, cc. 729, 733; 1999, cc. 233, 234, 241, 253, 260; 2000, c. 470; 2001, cc. 571, 585; 2003, c. 939; 2004, cc. 7, 610; 2005, cc. 76, 915; 2006, cc. 67, 376; 2007, cc. 86, 596, 767; 2008, c. 230; 2009, cc. 13, 31, 116, 497, 513, 524; 2010, c. 505; 2011, cc. 385, 606; 2012, c. 290; 2013, cc. 19, 200, 319, 378; 2014, c. 188; 2015, cc. 57, 78, 98; 2016, c. 51; 2017, c. 23; 2018, c. 293; 2020, cc. 330, 1214, 1263.

§ 58.1-3819. (Effective September 1, 2021) Transient occupancy tax.

A. 1. Any county, by duly adopted ordinance, may levy a transient occupancy tax on hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out for continuous occupancy for fewer than 30 consecutive days. The tax shall be imposed on the total price paid by the customer for the use or possession of the room or space occupied in a retail sale. Such tax shall be in such amount and on such terms as the governing body may, by ordinance, prescribe.

2. Unless otherwise provided in this article, any county that imposes a transient occupancy tax at a rate greater than two percent shall, by ordinance, provide that (i) any excess from a rate over two percent shall be designated and spent solely for such purpose as was authorized under this article prior to January 1, 2020, or (ii) if clause (i) is inapplicable, any excess from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the locality. Unless otherwise provided in this article, for any county that imposes a transient occupancy tax pursuant to this section or an additional transient occupancy tax pursuant to another provision of this article, any excess over five percent, combining the rates of all taxes imposed pursuant to this article, shall not be restricted in its use and may be spent in the same manner as general revenues. If any locality has enacted an additional transient occupancy tax pursuant to subsection C of § 58.1-3823, then the governing body of the locality shall be deemed to have complied with the requirement that it consult with local tourism industry organizations, including lodging properties. If there are no local tourism industry organizations in the locality, the governing body shall hold a public hearing prior to making any determination relating to how to attract travelers to the locality and generate tourism revenues in the locality.

B. The tax imposed hereunder shall not apply to rooms or spaces rented and continuously occupied by the same individual or same group of individuals for 30 or more days in hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms. In addition, that portion of any tax imposed hereunder in excess of two percent shall not apply to travel campgrounds in Stafford County.

C. Nothing herein contained shall affect any authority heretofore granted to any county, city or town to levy such a transient occupancy tax. The county tax limitations imposed pursuant to § 58.1-3711 shall apply to any tax levied under this section, mutatis mutandis.

D. Any county, city or town that requires local hotel and motel businesses, or any class thereof, to collect, account for and remit to such locality a local tax imposed on the consumer may allow such businesses a commission for such service in the form of a deduction from the tax remitted. Such commission shall be provided for by ordinance, which shall set the rate thereof at no less than three percent and not to exceed five percent of the amount of tax due and accounted for. No commission shall be allowed if the amount due was delinquent.

E. All transient occupancy tax collections shall be deemed to be held in trust for the county, city or town imposing the tax.

Code 1950, § 76.1; 1970, c. 443; 1971, Ex. Sess., c. 214; 1973, c. 433; 1974, c. 614; 1983, c. 313; 1984, c. 675; 1985, c. 556; 1992, cc. 263, 834; 1996, c. 833; 1997, cc. 757, 764; 1998, cc. 729, 733; 1999, cc. 233, 234, 241, 253, 260; 2000, c. 470; 2001, cc. 571, 585; 2003, c. 939; 2004, cc. 7, 610; 2005, cc. 76, 915; 2006, cc. 67, 376; 2007, cc. 86, 596, 767; 2008, c. 230; 2009, cc. 13, 31, 116, 497, 513, 524; 2010, c. 505; 2011, cc. 385, 606; 2012, c. 290; 2013, cc. 19, 200, 319, 378; 2014, c. 188; 2015, cc. 57, 78, 98; 2016, c. 51; 2017, c. 23; 2018, c. 293; 2020, cc. 330, 1214, 1263; 2021, Sp. Sess. I, c. 383.

10/27/2021

Code of Virginia
Title 58.1. Taxation
Chapter 38. Miscellaneous Taxes

This section has more than one version with varying effective dates. Scroll down to see all versions.

§ 58.1-3826. (Effective until September 1, 2021) Scope of transient occupancy tax.

The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the occupancy of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

2005, c. 20.

§ 58.1-3826. (Effective September 1, 2021) Scope of transient occupancy tax.

A. The transient occupancy tax imposed pursuant to the authority of this article shall be imposed only for the use or possession of any room or space that is suitable or intended for occupancy by transients for dwelling, lodging, or sleeping purposes.

B. For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the tax imposed pursuant to this article, computed on the total price paid for the use or possession of the accommodations, and shall remit the same to the locality and shall be liable for the same.

C. For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this article as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge. When the accommodations are at a hotel, the accommodations intermediary shall remit the taxes on the accommodations fee to the locality and shall remit any remaining taxes to the hotel, which shall remit such taxes to the locality. When the accommodations are at a short-term rental, as defined in § 15.2-983, or at any other accommodations, the accommodations intermediary shall remit the taxes on the room charge to the locality.

D. An accommodations intermediary shall not be liable for taxes under this article remitted to an accommodations provider but that are then not remitted to the locality by the accommodations provider. For any retail sale of accommodations facilitated by an accommodations intermediary, an accommodations provider shall be liable for that portion of the taxes under this article that relate to the discount room charge only to the extent that the accommodations intermediary has remitted such taxes to the accommodations provider.

E. In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodation, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.

2005, c. 20; 2021, Sp. Sess. I, c. 383.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
November 3, 2021	H-11	Authorization to Advertise for Public Hearing – Ordinance to Add and Ordain Section 30-7, Payment of One-Time Bonus for Compensation Board-Funded Sheriff and Sheriff's Deputies in FY 2021-2022	

EXPLANATION & SUMMARY:

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. If approved, this one-time $3,000 bonus payment shall be paid in November 2021 to eligible Warren County Sheriff's Office employees based on the following criteria:

(1) Compensation Board-Funded Employees Only. Eligible employees include the Sheriff of Warren County and sworn deputies of the Sheriff as identified in the "Permanent Personnel Detail" Compensation Board record for the Warren County Sheriff's Office at the time of enactment of this amendment; and

(2) Active Employment. Employees in an active pay status at the time the payment is made.

Virginia Code Section 15.2-1508 requires that bonuses for employees of local governments can only be authorized by ordinance which requires a public hearing. A draft ordinance is attached to accomplish this.

COSTS & FINANCING:

Funded through Virginia Compensation Board

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement of a public hearing for an amendment to Warren County Code Section 30, Officers and Employees, to add Section 30-7, Payment of One-Time Bonus for Compensation Board-Funded Sheriff and Sheriff's Deputies in FY 2021-2022.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Dr. Edwin C. Daley, County Administrator		

AN ORDINANCE TO AMEND CHAPTER 30 OF THE WARREN COUNTY CODE (OFFICERS AND EMPLOYEES) AND TO ADD AND ORDAIN SECTION 30-7 (PAYMENT OF ONE-TIME BONUS FOR COMPENSATION BOARD-FUNDED SHERIFF AND SHERIFF'S DEPUTIES IN FY 2021-2022)

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Warren County Code Section 30-7 be added and ordained as follows:

§ 30-7 Payment of one-time bonus for Compensation Board-funded Sheriff and Sheriff's Deputies in FY 2021-2022.

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. This one-time $3,000 bonus payment shall be paid in November 2021 to eligible Warren County Sheriff's Office employees based on the following criteria:

A. **Compensation Board-Funded Employees Only. Eligible employees include the Sheriff of Warren County and sworn deputies of the Sheriff as identified in the "Permanent Personnel Detail" Compensation Board record for the Warren County Sheriff's Office at the time of enactment of this amendment; and**

B. **Active Employment. Employees must be in an active pay status at the time the payment is made.**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Adopted: November 18, 2021

____
Deputy Clerk, Board of Supervisors
County of Warren, Virginia

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
November 3, 2021	**H-12**	Authorization to Advertise for Public Hearing – Ordinance to Add and Ordain Section 30-8, Payment of One-Time Bonus for Non-Compensation Board-Funded Sheriff's Deputies in FY 2021-2022	

EXPLANATION & SUMMARY:

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. At this time, the Board of Supervisors would like to ensure this bonus is given to the non-Compensation Board funded Sheriff's deputies as well, based on the following criteria:

1. Hazardous Duty Employment. Employees must be Warren County Sheriff's Office (WCSO) performing hazardous duties and in a Virginia Retirement System (VRS) designated "Enhanced Benefits – Sheriff's Deputy" position. The designation of hazardous duty also applies to part-time employees who are performing the same hazardous duties as full-time employees but are not included in the Virginia Retirement System.

2. Active Employment. Employees must be in an active pay status at the time the payment is made.

3. Amount of Payment for Full-Time Employees. $3,000 for each active full-time employee, except for Compensation Board-funded Sheriff and Sheriff's Deputies who are eligible to receive the one-time bonus (Payment of $3,000 as authorized by separate ordinance).

4. Amount of Payment for Part-Time Employees. $1,500 for each active part-time employee who has worked 400 hours or more for the period of January 1, 2021 through November 30, 2021.

Please note that a payment of a one-time bonus approved by the Virginia Assembly for Compensation Board-funded Sheriff and Sheriff's Deputies is proposed by separate Ordinance for Board of Supervisors consideration.

COSTS & FINANCING:

Estimated at $92,055 with funds to come from the County's allocation of the American Recovery Plan Act of 2021

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement of a public hearing for an amendment to Warren County Code Section 30, Officers and Employees, to add Section 30-8, Payment of One-Time Bonus for Non-Compensation Board-Funded Sheriff's Deputies in FY 2021-2022.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Dr. Edwin C. Daley, County Administrator		

AN ORDINANCE TO AMEND CHAPTER 30 OF THE WARREN COUNTY CODE (OFFICERS AND EMPLOYEES) AND TO ADD AND ORDAIN SECTION 30-8 (PAYMENT OF ONE-TIME BONUS FOR NON-COMPENSATION BOARD-FUNDED SHERIFF'S DEPUTIES IN FY 2021-2022)

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Warren County Code Section 30-8 be added and ordained as follows:

§ 30-8 Payment of one-time bonus for Non-Compensation Board-funded Sheriff's Deputies in FY 2021-2022.

The 2021 Special Session of the Virginia Legislature included an appropriation of funding for a one-time $3,000 bonus payment prior to November 30, 2021 for Compensation Board-funded sworn positions in Sheriff's offices, including the Sheriff and Sheriff's deputies. The Warren County Board of Supervisors has deemed it appropriate to authorize the payment of $3,000 to non-Compensation Board funded Sheriff's deputies based on the following criteria:

A. **Hazardous Duty Employment. Employees must be Warren County Sheriff's Office (WCSO) performing hazardous duties and in a Virginia Retirement System (VRS) designated "Enhanced Benefits – Sheriff's Deputy" position. The designation of hazardous duty also applies to part-time employees who are performing the same hazardous duties as full-time employees but are not included in the Virginia Retirement System.**

B. **Active Employment. Employees must be in an active pay status at the time the payment is made.**

C. **Amount of Payment for Full-Time Employees. $3,000 for each active full-time employee, except for Compensation Board-funded Sheriff and Sheriff's Deputies who are eligible to receive the one-time bonus (Payment of $3,000 as authorized by separate ordinance).**

D. **Amount of Payment for Part-Time Employees. $1,500 for each active part-time employee who has worked 400 hours or more for the period of January 1, 2021 through November 30, 2021.**

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added is **underlined**.

Adopted: November 18, 2021

____
Deputy Clerk, Board of Supervisors
County of Warren, Virginia

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE:	ITEM	SUBJECT:	PAGE 1 OF 1
November 3, 2021	H-13	Authorization to Advertise for Public Hearing – Additional Appropriation of CARES Act and Grant Funding to Warren County Public Schools	

EXPLANATION & SUMMARY:

The Warren County School Board is requesting an appropriation of an additional $4,012,255 of Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 funding and $49,985 from State grants to Warren County Public Schools.

The total additional funding of $4,062,240 will be appropriated as follows:

- $2,907,875 to 61000 (Instruction)
- $9,721 to 64000 (Operations and Maintenance)
- $1,042,644 to 66000 (Facilities)
- $102,000 to 68000 (Technology)

The attachments details further the use of these funds.

Section 15.2-2507 of the Code of Virginia requires that budget amendments that exceed 1% of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in the County at least seven days prior to the meeting date on which the amendment is scheduled to be considered. The Public Hearing will be opened during the November 16th Board of Supervisors Meeting to receive public input; after the Public Hearing is closed, the Board of Supervisors may entertain a motion, as suggested below.

COST & FINANCING:

No additional local funding is required to receive and spend this additional State and Federal revenue.

CONSENT AGENDA MOTION:

I move that the Board of Supervisors authorize the advertisement of a public hearing to be held on Tuesday, November 16, 2021 to consider amending the FY 2021-2022 budget and appropriating an additional $4,062,240 ($4,012,255 from the CARES Act and $49,985 from State grants) to Warren County Public Schools pursuant to Section 15.2-2507 of the Code of Virginia.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Edwin C. Daley, ECD County Administrator		

Warren County Public Schools
210 North Commerce Avenue
Front Royal, Virginia 22630-4419
Phone (540) 635-2171
Fax (540) 636-4195
www.wcps.k12.va.us

OFFICE OF THE
SUPERINTENDENT

October 21, 2021

Dr. Edwin C. Daley, County Administrator
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, VA 22630

Dear Dr. Daley:

At the October 20, 2021, regular meeting of the Warren County School Board, approval was given to request from the Warren County Board of Supervisors an additional appropriation to the FY2022 School Operating Budget in the amount of $4,062,240. Most of this additional funding, $4,012,255, is from various CARES Act grants. The remainder, $49.985, is from two state grants. ***No additional local funding is required to receive and spend this additional state and federal revenue.*** Additional information on the sources and proposed uses of this additional revenue is provided in the attached School Board Agenda Item.

The additional appropriation will be spent in the following categories:

61000 Instruction:	$2,907,875
64000 Operations and Maintenance:	$ 9,721
66000 Facilities:	$1,042,644
68000 Technology:	$ 102,000
Total Additional Request:	$4,062,240

I would appreciate your placing this item on the next Board of Supervisors meeting agenda and will be happy to discuss this request with you and your Board then. In the meantime, if you have any questions, please let me know.

Sincerely,

Christopher L. Ballenger, Ed.D.
Division Superintendent

Attachments

Agenda Item Details

Meeting	Oct 20, 2021 - Work Session
Category	3. Action Agenda
Subject	B. Approval to Request an Additional Appropriation - Dr. Ballenger
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	4,062,240.00
Budgeted	No
Recommended Action	That the Superintendent be authorized to request that the Warren County Board of Supervisors increase the School Board's FY 2021-2022 Operating Fund Budget by $4,062,240 to be distributed over the following classifications as indicated: 61000 Instruction - $2,907,875; 64000 Operations and Maintenance - $9,721; 66000 Facilities - $1,042,644; 98000 Technology - $102,000 .

Public Content

Explanation and Summary: Since the original FY2022 Operating Budget was adopted on May 5, 2021, $4,062,240 in Federal and State grants has been awarded to Warren County Public Schools. In order to receive and spend this unbudgeted revenue, an additional appropriation must be received from the Warren County Board of Supervisors. The unbudgeted revenue results from the receipt of Federal CARES grants and several state grants. A listing of the grants and their intended uses is detailed in the attached worksheet.

Attachments:

- Additional Appropriation Request Accounting Detail
- Federal Grants Appropriation Request Letter
- CTE Grant Award Letters

Cost and Financing:

$4,062,240 in additional revenue from the attached list of federal and state grants.

Proposed or Suggested Motion:

" I move that the Superintendent be authorized to request that the Warren County Board of Supervisors increase the School Board's FY 2021-2022 Operating Fund Budget by $4,062,240 to be distributed over the following classifications as indicated: 61000 Instruction - $2,907,875; 64000 Operations and Maintenance - $9,721; 66000 Facilities - $1,042,644; 98000 Technology - $102,000."

Additional Appropriation Request Accounting Detail - October 20, 2021.pdf (28 KB)

Federal Grants Appropriation Request Letter.pdf (207 KB)

CTE Equipment Allocation Grant.pdf (221 KB)

CTE High Demand Industry Grant.pdf (257 KB)

CTE Industry Certification Grant.pdf (161 KB)

CTE Industry Credentials Grant.pdf (216 KB)

Workplace Readiness Grant.pdf (157 KB)

Administrative Content

Executive Content

Motion & Voting

That the Superintendent be authorized to request that the Warren County Board of Supervisors increase the School Board's FY 2021-2022 Operating Fund Budget by $4,062,240 to be distributed over the following classifications as indicated: 61000 Instruction - $2,907,875; 64000 Operations and Maintenance - $9,721; 66000 Facilities - $1,042,644; 98000 Technology - $102,000 .

Motion by Melanie C Salins, second by Ralph A Rinaldi.
Final Resolution: Motion Carried
Yea: Ralph A Rinaldi, Kristen J Pence, Melanie C Salins

Warren County Public Schools
October 20, 2021
Additional Appropriation Request Detail

	Description	Account Code	Current Appropriation	Increase Requested	Proposed Appropriation
Revenue					
1	Federal CARES - ESSER	1 -171844250	$0	$274,651	$274,651
2	Federal CARES - GEER	1 -171844260	$0	$125,500	$125,500
3	Federal CARES - CRRSA	1 -171844280	$0	$1,042,644	$1,042,644
4	Federal CARES - ARP	1 -171844290	$0	$1,335,710	$1,335,710
5	Federal CARES - Unfinished Learning	1 -171844300	$0	$1,233,750	$1,233,750
6	State Homeless Grant	1 -171-240200	$0	$29,709	$29,709
7	State Career Technical Education (CTE) Grants		$0	$20,276	$20,276
	Total Additional Revenue:			**$4,062,240**	

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	Description	Category	Increase Requested
Expenditure			
1	Elementary Teacher and Supplements	61000	$163,600
1	Virtual Virginia	61000	$10,050
1	Edgenuity	61000	$66,806
1	Happy Numbert (1 year)	61000	$5,005
1	Teacher Uppport of Quarantined Students	61000	$29,190
2	Social Emotional Materials	61000	$13,779
2	Technology Hot Spots	68000	$102,000
2	Facilities Cleaning and PPE	64000	$9,721
3	LFK and BRTC Architect Fees	66000	$1,042,644
4	Student Support Assistants	61000	$566,216
4	Additional Assistants	61000	$515,994
4	Reflex, Educational Galaxy, LLI	61000	$253,500
5	Student Support Coaches	61000	$1,220,294
5	SEL Stipend	61000	$13,456
6	Support of Homeless Students	61000	$29,709
7	CTE	61000	$20,276
	Total Additional Expenditures:		**$4,062,240**

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
November 3, 2021	I	Letter - POSF to Dr. Daley; Request as required per April 5, 2011 Shenandoah Farms Sanitary District Management Agreement	

EXPLANATION & SUMMARY:

On July 22, 2021, Ralph Rinaldi, Chairman of Property Owners of Shenandoah Farms (POSF) wrote a letter to formally request assistance in the 6% share that POSF must pay on behalf of Clarke County residents who reside within the Shenandoah Farms Subdivision. The letter of request is attached for review. I have also attached the April 5th, 2011 agreement between Warren County Board of Supervisors (BOS) and POSF, Page 5 specifically explains the requirement and procedural requirement for this request, which has been reviewed with the County Attorney's office. The County Attorney's office indicated the current agreement requires BOS formal action.

COST & FINANCING:
Current Sanitary District funding is available if the BOS would desire to increase contract service payment.

The process will create a reduction in additional revenue from the POSF back to the Sanitary District of approximately $1325.51 per quarter.

PROPOSED MOTION(S):
I move the Board of Supervisors authorize action to provide the 6% share assistance to Property Owners of Shenandoah Farms (POSF). In lieu of additional appropriation in Contract Service payment to the POSF, the Board of Supervisors will not require Property Owners of Shenandoah Farms to return the 6% Clarke County portion, currently estimated at $1325.51 per quarter. In future years, the funding request and determination will be made as part of the official budget cycle.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Michael R. Berry **Public Works Director**		

Property Owners of Shenandoah Farms, Inc.
6401 Howellsville Road
Front Royal VA 22630
540-837-2068
Shenandoahfarms@comcast.net
www.shenandoahfarms.org

July 22nd, 2021

Dear Mr. Daley,

My name is Ralph Rinaldi, Chairman of the Property Owners of Shenandoah Farms (POSF) Board. I write to you today for the primary purpose, to discuss the POSF Boards request to obtain assistance in the 6% share that POSF Inc must pay on the behalf of Clarke County.

As you may be aware POSF Inc. does an annual billing to the Clarke County residents who have a deeded lot fee, out of over 200 Clarke County lots, only approximately 34 residents have deeded lot fees in their deeds. Our current contract with Warren County requires that we make every effort to collect these deeded lot fees. POSF Office mails out annual statements every January to include past due fees, then the POSF office usually does another billing as past due reminders in April, and in the past, we have even mailed out a 3rd billing reminder & past due notices in October to try to encourage residents to pay these fees. The mailings themselves are quite costly as well, throwing good money out for bad debt. Most of the fees are actually $15 a year, some are $25 and one of them is even $50, however on the most part, only about 8 residents actually pay their fees when we bill them. The rest of the residents usually only pay them if they are trying to sell their homes, or if they are trying to request a common property decal.

The revenue POSF Inc. collects from Clarke County residents equals only the fees, if they are paid and on occasion, they pay for a common property decal which is $25 each decal for Clarke County residents. Warren County pay only $5 a decal as they already pay Sanitary District taxes, Clarke does not. The other source of income is our POSF Building rentals, due to COVID 19 POSF did not have any 2020 rentals since March 2020, in 2021 some residents have begun to slowly rent the building once again, but the rentals have been very few & far between. The income POSF Inc. once received is very diminished due to these factors.

Per our Contract with Warren County, we must pay 6% of our budgeted income back to Warren County each quarter, these payments are $1,325.51 each quarter. Due to our WC budget increasing slightly, our payments will now have to be increased to $1,648 each quarter to cover the costs of Clarke County residents.

With diminished income and increase in payments, POSF Inc is not able to meet these terms. Per our agreement with Warren County, we can ask the Governing Body for supplemental appropriation to complete the 6% share. POSF Inc is now being put in the position to request the assistance or to ask to waive the 6% fees due to the current financial inability to pay. POSF Inc can not pay any of the share out of our Warren County POSF appropriated budget, it must be funds generated by Clarke County only. Otherwise, this would be feasible, but POSF Inc cannot cover Clarke County bills with Warren County funds.

Property Owners of Shenandoah Farms, Inc.
6401 Howellsville Road
Front Royal VA 22630
540-837-2068
Shenandoahfarms@comcast.net
www.shenandoahfarms.org

I hope I am being very clear in my explanations. If not please feel free to contact me at anytime to discuss.

Thank You,

Ralph Rinaldi
POSF Chairman

CC: Mike Berry, WCSFSD Manager
Michael Coffelt, SFSD manager

Shenandoah Farms Subdivision Sanitary District Management Agreement

03/09/2011

THIS MANAGEMENT AGREEMENT, made and dated this 5th day of April, 2011, by and between the BOARD OF SUPERVISORS OF WARREN COUNTY, VIRGINIA, acting as the governing body of the Shenandoah Farms Sanitary District, hereinafter referred to as the Governing Body; and the PROPERTY OWNERS OF SHENANDOAH FARMS, INC., hereinafter referred to as POSF.

WHEREAS, by Order of the Circuit Court of Warren County, Virginia, dated June 19, 1996 and amended March 5, 1997, the Shenandoah Farms Sanitary District, hereinafter referred to as the Sanitary District, has been created encompassing portions of Shenandoah Farms Subdivision within Warren County, as described in the Order, for the purposes set forth in Virginia Code Sections 21-112.22 et seq.; and

WHEREAS, Section 21-112.22, et seq., of the Code of Virginia, provides that Sanitary Districts are empowered to construct, reconstruct, maintain, alter, improve, add to and operate drainage systems, streets and street name signs and other systems, in or extended outside sanitary districts; and to provide for maintenance, operation and preservation of common areas and other common facilities within such sanitary districts; and

WHEREAS, Sections 21-118 and 21-118.4 of the Code of Virginia authorize any governing body to contract with any corporation to maintain and operate systems within and serving a sanitary district, and facilities within sanitary districts; and

WHEREAS, the Governing Body, by this Management Agreement, contracts with POSF for the purpose of providing the aforementioned services for said Sanitary District.

WITNESSETH: That for and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. POSF is the owner of and heretofore, by agreement with Warren County, has been responsible for the maintenance, preservation, and operation of roads, streets, rights-of-way and common areas, and other common properties, including recreational facilities (including picnic areas and dock at the dam properties), community buildings and a community center, in and outside the Sanitary District.

2. POSF agrees to lease to the Governing Body for the sum of Ten Dollars ($10.00) per year and other good and valuable consideration roads, streets, rights-of-way and dams located within the Sanitary District that are to be maintained by the Sanitary District, which are enumerated and listed on Exhibit 1 attached hereto.

3. The Governing Body will be responsible for the maintenance, preservation and operation of the following:

(A) Roads, streets and rights-of-way within the Sanitary District

(B) Dams within the Sanitary District

4. (A) POSF shall hold the Governing Body and the County of Warren harmless from liability for injury or damage to personal property occurring on or as a result of construction, repairs, maintenance and/or operation of said facilities and systems by POSF.

(B) POSF and the Governing Body agree to execute any other documents necessary to the above lease agreement.

(C) Further, the County will hire a Sanitary District Manager to oversee the operations of the Shenandoah Farms Sanitary District. Such position shall report to the Warren County Administrator.

(D) The Board of Directors of POSF agrees to serve as an advisory committee to the Sanitary District and will provide reports/updates to the Governing Body and to the Sanitary District Manager on a quarterly basis regarding the condition of the roads, streets, rights-of-way, dams, common areas, common properties, community buildings and community center.

5. (A) The Governing Body, after receiving a recommendation from the Sanitary District Manager and advisory committee and holding a public hearing, shall fix and prescribe an annual tax or charge upon all the property in the said Sanitary District subject to local taxation, and shall levy and collect such annual tax or charge and shall use such funds to pay the expenses and charges incident to maintaining, repairing and operating the existing streets and drainage of said streets and dams.

(B) In addition, the Governing Body shall make available funds as approved and budgeted to POSF (hereinafter, "the POSF Funds") to pay the expenses and charges incident to maintaining, repairing and operating the community center and recreation area located in Clarke County, and for other purposes described below.

6. POSF shall manage and use the POSF Funds so appropriated for the following purposes and POSF shall have the following powers and duties, to-wit:

(A) To employ and fix the compensation of any technical or clerical or other force and help which from time to time may be deemed necessary for the operation and maintenance of the systems heretofore referred.

(B) To provide for maintenance, preservation, and operation of common areas and other common properties within the Sanitary District, and of the community center and recreation area located in Clarke County.

(C) To purchase, lease, maintain, and operate equipment, machinery and vehicle for the purposes, facilities and systems herein set forth.

(D) To negotiate and contract with any person, firm, corporation, County authority or municipality or governmental agency with regard to any matter necessary and property for the operation and maintenance of any such facilities within the said Sanitary District.

(E) To purchase liability, hazard, workmen's compensation and fidelity bond insurance to indemnify, in whole or in part, POSF and its officers, agents, directors, and employees for acts performed by such persons or by any immediate or remote subcontractor, agent or employee.

(F) To notify by mail or other means the property owners as deemed necessary by POSF to inform them of Sanitary District activities.

(G) To obtain such administrative and similar support services, including accounting and auditing, as appropriate for the management and operations of such Sanitary District.

7. POSF shall prepare and submit an annual proposed budget for its operating expenses by no later than January 1 prior to the beginning of each fiscal year. Said annual proposed budget shall specify the amount needed and proposed for each of the categories of purposes and duties embraced by this Management Agreement in such detail as may be required by the Governing Body. After a public hearing as required by

law the Governing Body shall adopt a budget for the Sanitary District, which shall include a portion to be used by the Governing Body for the purposes described in paragraph 5(A) above, and a portion to be used by POSF for the purposes described in paragraphs 5(B) and 6 above (the POSF Funds). The Governing Body shall appropriate 94% of the POSF Funds to POSF, and POSF shall use its best efforts to collect the remaining 6% of its request from owners of lots that are part of the platted Shenandoah Farms Subdivision but which are located in Clarke County. To the extent that POSF is unable to collect the full 6% of its request from such owners, POSF may ask the Governing Body for a supplemental appropriation to complete the said 6% share, and the Governing Body agrees, without being bound to do so, to give due consideration to assisting POSF by the appropriation of such amount as it deems appropriate. Such proposed budget shall be considered by the Governing Body, and such amount as approved by the Governing Body shall be the operating budget of such Sanitary District for said fiscal year. Actual expenditures in any of said categories shall not exceed such percentage of the entire approved budget as may be specified by the Governing Body without the prior approval of the Governing Body.

8. The Governing Body will annually appropriate and make available to POSF the monies so budgeted provided the monies collected aforesaid are sufficient and adequate to meet the sums budgeted. The monies included as a contribution to POSF for the services contracted shall be paid in 4 equal installments on a quarterly basis.

9. Upon termination of this Management Agreement, all unused funds appropriated to POSF shall be returned and refunded by POSF to the Governing Body for use in the Sanitary District.

10. The Governing Body, its officers, agents and employees shall not in any manner be responsible for any loss or damage to the work or any part thereof, to any materials, building or equipment or other properties that may be used or employed or placed on any work site located within said Sanitary District or any injury done or damages or compensation required to be paid under any present or future law to any person whether an employee, contractor or otherwise for any damages to any property or person which occurs during or results from any work performed by POSF, its agents or employees.

11. The Governing Body, its agents, inspectors and representatives shall at all times have unrestricted access to all parts of the work and other phases where or in which the preparation of materials or other integral parts of the work are being carried on an conducted within the Sanitary District. POSF shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Governing Body or its agents, inspectors or representatives. Inspection of work by the Governing Body or its representatives shall in no manner be presumed or inferred to relieve in any of the agreed responsibilities or obligations of POSF or to constitute POSF an agent of the Governing Body.

12. Precaution shall be exercised by POSF at all times for the protection of all persons and properties. Safety provisions of all applicable laws of building and construction codes shall be observed.

13. POSF and every person contracted to do any work contemplated by this Management Agreement shall keep itself or himself fully informed of all Federal, State and County laws, ordinances, or regulations in any manner affecting the work and

performance of this Management Agreement. POSF shall indemnify the Governing Body, its officers, agents, and employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations.

14. POSF shall not use Sanitary District funds for the purchase of any machinery, equipment, or property or to enter into a lease for same if the purchase price or lease exceeds $5,000 unless such purchase or lease is approved by the Governing Body. POSF shall secure out of its appropriated funds necessary certificates and permits from public authorities required in connection with the work required by this Management Agreement or any party hereof and shall give all notices required by law, ordinances, or regulations and pay all fees or charges incident or due to the lawful prosecution of the work contemplated by this Management Agreement. POSF shall follow adopted Warren County procurement policies in the expenditure of any public funds made available to POSF.

15. If POSF: (a) is adjudged bankrupt; (b) makes a general assignment for the benefit of its creditors; (c) has a receiver appointed on account of its insolvency; (d) in the judgment of the Governing Body fails to perform its duties in a satisfactory manner in relation to its budget or fails to make prompt payment for materials or labor; (e) persistently disregards laws, ordinances or instructions of the Governing Body; (f) ceases operations under this Management Agreement at any time for a period of thirty (30) working days; or (g) is otherwise guilty of the substantial violation of any provisions of this Management Agreement, then the Governing Body may upon thirty (30) days written notice, terminate this Management Agreement.

16. The written terms and provisions of this Management Agreement shall supersede all prior verbal statements of any officer or other representative of the Governing Body and such statements shall not be effective or be construed as entering into or forming a part or altering in any manner whatsoever this Management Agreement.

17. Neither POSF nor any subcontractor, supplier of materials or person shall file or maintain against Governing Body any lien for materials delivered, for use in or work done in the performance of this contract. The right to maintain such a lien for any or all of the above parties is hereby expressly waived.

18. POSF shall furnish Governing Body with satisfactory evidence that all persons who have done work or furnished materials under this Management Agreement and would otherwise be entitled to liens under the State of Virginia have been fully paid or are no longer entitled to such liens. The Governing Body or any of its duly authorized representatives or officers or agents shall have access to and the right to examine directly pertinent books, documents, papers and records of POSF involving transactions relating to this Management Agreement.

19. All work under this Management Agreement shall be performed in a skillful and workmanlike manner.

20. POSF shall submit to the Governing Body, upon request therefor, such quantities and costs, price schedules, payrolls, reports, estimates, records and other data as Governing Body may request concerning work and duties to be performed under this Management Agreement.

21. POSF shall return its unspent Sanitary District funds through June 30, 2010, less approved appropriations for Fiscal Year 2010-2011.

22. POSF shall receive only such funds as are appropriated and collected for said Sanitary District for the costs and work duties embraced in this Management Agreement. POSF shall not require the Governing Body to pay the costs or any part thereof out of any other fund.

23. Financial records shall be maintained by POSF in such a manner that all receipts and expenditures of funds appropriated to the POSF by the Governing Body in payment for services received under this Management Agreement may be separately identified and accounted for from all other POSF funds. POSF annually shall have an audit performed by a Certified Public Accountant of their accounts and records. The Audit shall include text of the accounting records and procedures sufficient to express an informed opinion of POSF's financial status. At the conclusion of the audit, auditors shall furnish the POSF and the Governing Body their letter of opinion together with a written management report setting forth the results of the audit and the auditors' recommendations.

24. When involved in any function funded by or considering the expenditure of funds provided by the Sanitary District, POSF shall follow all adopted Warren County and Virginia laws and guidelines in the purchase or procurement of supplies, materials, equipment, and professional and contractual services, including the Virginia Freedom of Information Act (Virginia Code §§ 2.2-3700 et seq.), the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.) and the Virginia Public Procurement Act (§§ 2.2-4300 et seq.). POSF may consult with the County Attorney for review of its procedures and issues to ensure its compliance.

25. Any owner of property within the Sanitary District shall have the right to vote for the members of the Board of the POSF and to attend meetings of said board when any matters relating to the Sanitary District are to be discussed.

26. Any owner of property within the Sanitary District shall receive reasonable notice of meetings of the POSF board and be permitted to speak to the POSF board on Sanitary District matters.

27. Records and financial information concerning matters related to the Sanitary District shall be made available by the POSF board to any owner of property in the Sanitary District requesting such information. The POSF board may establish reasonable procedures to govern the distribution of such information.

28. This Management Agreement shall be reviewed annually. This Management Agreement may be terminated by either party giving ninety (90) days prior written notice of intention to terminate the same. Unless this Management Agreement is terminated, modified or changed, this Management Agreement shall continue under the terms and conditions contained herein for successive one (1) year periods.

29. Parties hereto shall not discriminate against any person because of race, color, religion, sex, or national origin.

30. By resolution of the Board of Directors of the POSF, POSF represents that the President and Secretary of POSF are authorized to enter into this Management Agreement on behalf of the Shenandoah Farms Property Owners Association, Inc.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF
WARREN COUNTY, VIRGINIA

By: ______________________________
Archie A. Fox, Chairman

ATTEST:

____
Douglas P. Stanley, County Administrator

PROPERTY OWNERS OF
SHENANDOAH FARMS, INC.

By: ______________________________
Chairman

ATTEST:

____
Secretary

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Shelley L. Hayes, a Notary Public in and for the State of Virginia, do hereby certify that ***Archie A. Fox, Chairman of the Board of Supervisors of Warren County, Virginia,*** whose name is signed to the foregoing Management Agreement dated the 5 day of April, 2011, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 5 day of April, 2011.

My commission expires: 8/31/2011. My Commission No.: 7119031.

SHELLEY L. HAYES NOTARY PUBLIC REG # 7119031 COMMISSION EXPIRES 8/31/2011 COMMONWEALTH OF VIRGINIA

____
Notary Public

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Shelley L. Hayes, a Notary Public in and for the State of Virginia, do hereby certify that ***Douglas P. Stanley, County Administrator,*** whose name is signed to the foregoing Management Agreement dated the 5 day of April, 2011, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 5 day of April, 2011.

My commission expires: 8/31/2011. My Commission No.: 7119031.

SHELLEY L. HAYES NOTARY PUBLIC REG # 7119031 COMMISSION EXPIRES 8/31/2011 COMMONWEALTH OF VIRGINIA

Shelley L. Hayes
Notary Public

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Brenda M. Lewis, a Notary Public in and for the State of Virginia, do hereby certify that Matthew J. Pearson, ***Chairman of the Property Owners of Shenandoah Farms, Inc.,*** whose name is signed to the foregoing Management Agreement dated the 30 day of March, 2011, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 30 day of March, 2011.

My commission expires: 10/31/2012. My Commission No.: 173607.

Brenda M. Lewis
Notary Public

STATE OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Brenda M. Lewis, a Notary Public in and for the State of Virginia, do hereby certify that Ralph A. Rinaldi, *Secretary of the Property Owners of Shenandoah Farms, Inc.,* whose name is signed to the foregoing Management Agreement dated the 30 day of March, 2011, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 30 day of March, 2011.

My commission expires: 10/31/2012. My Commission No.: 173607.

Brenda M Lewis
Notary Public

APPROVED AS TO FORM:

Blair Mitchell
Blair D. Mitchell
County Attorney

COUNTY OF WARREN

Office of the County Attorney
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-6674
FAX: (540) 636-6980
email: bmitchell@warrencountyva.net
dwhitten@warrencountyva.net
pblamer@warrencountyva.net

Blair D. Mitchell
County Attorney

Dan N. Whitten
Assistant County Attorney

Paula J. Blamer
Legal Secretary

April 11, 2011

Property Owners of Shenandoah Farms
c/o Alfred L. White, Jr., Esquire
Struckmann & White, P.C.
111 East Main Street
Front Royal, Virginia 22630

RE: Executed Management Agreement for Shenandoah Farms Subdivision

Dear Chip:

Attached is a copy of the fully executed Shenandoah Farms Sanitary District Management Agreement between the Property Owners of Shenandoah Farms and the County of Warren. Please forward to Mr. Pearson for the POSF to retain in their files.

On behalf of the County, I would like to thank you and the POSF for the cooperation that was given to bring this matter to a satisfactory close for all involved. Please pass along to the POSF that the County looks forward to a good working relationship with the property owners in the Shenandoah Farms Sanitary District.

Sincerely,

Blair D. Mitchell/PJB

Blair D. Mitchell
County Attorney

BDM/pjb
Attachment

Cc: Douglas P. Stanley, County Administrator (original agreement)
Carolyn W. Stimmel, Finance Director (copy)

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

MEMO TO: Blair D. Mitchell, County Attorney

FROM: Janice C. Dearaway, Deputy Clerk of the Board

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Shenandoah Farms Sanitary District Management Agreement between Warren County and the Property Owners of Shenandoah Farms

DATE: April 5, 2011

This is to confirm that the Warren County Board of Supervisors, at its regular meeting of April 5, 2011, approved entering into and executing the Shenandoah Farms Subdivision Sanitary District Management Agreement with the Property Owners of Shenandoah Farms and authorized the Chairman of the Board of Supervisors and County Administrator to sign the agreement on behalf of the County.

APR 0 5 2011

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
April 5, 2011		Approve Shenandoah Farms Subdivision Sanitary District Management Agreement between the County and the Property Owners of Shenandoah Farms (POSF)	

EXPLANATION & SUMMARY:

Staff has been negotiating with the Property Owners of Shenandoah Farms and their attorney for several months to update the terms of the Shenandoah Farms Subdivision Sanitary District Management Agreement between the County and the POSF. The terms included in the new Agreement are not that different from the previous one.

The two most outstanding differences in the new Agreement are:
1. POSF will be responsible for collecting a portion of POSF fees from lots in Clarke County that are situated within the POSF boundaries.

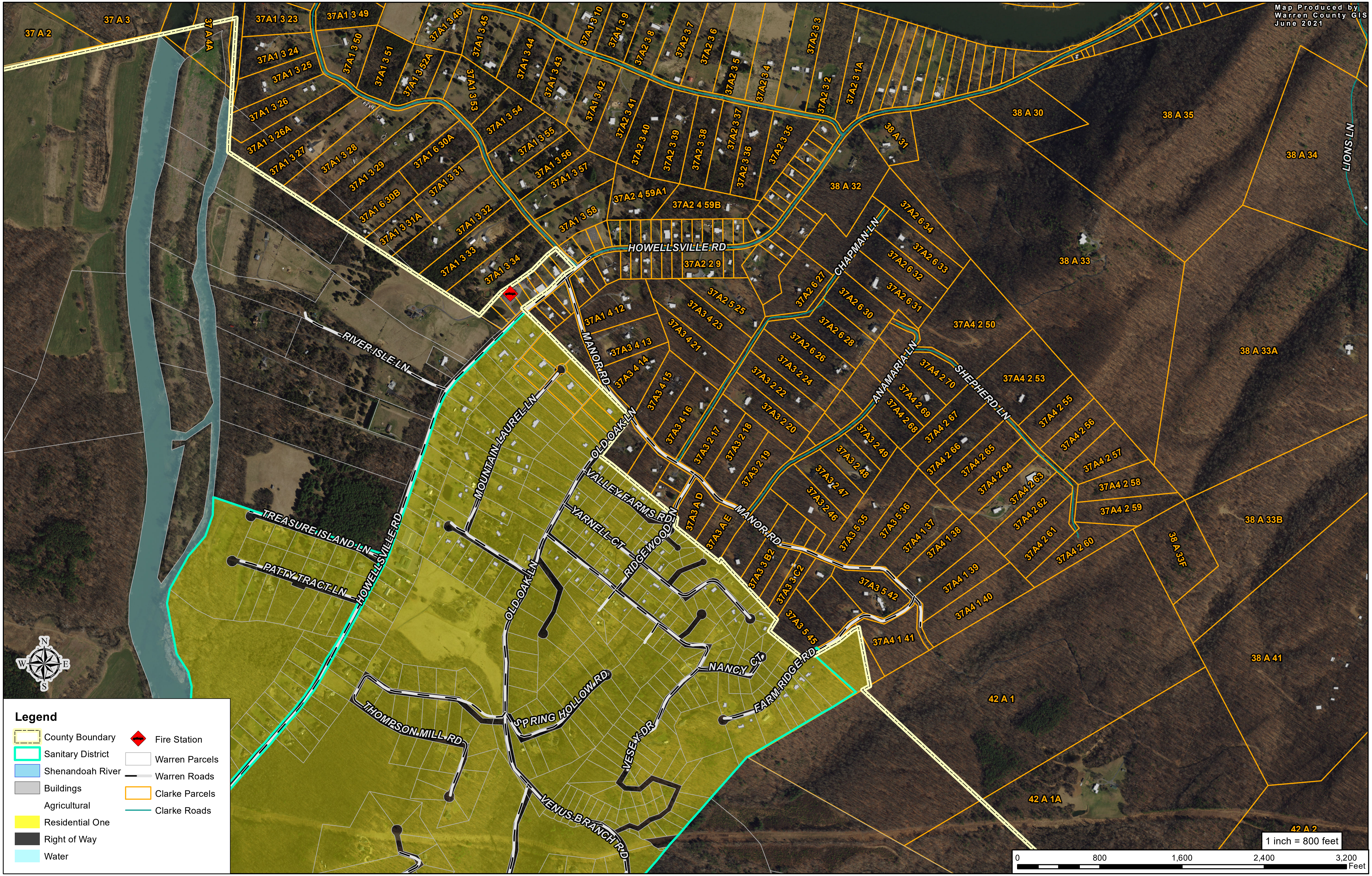
2. The new Agreement better describes what maintenance will be done by the Sanitary District Manager Chris Fisher, and what will be done by POSF.

COSTS & FINANCING: **N/A**

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve entering into and executing the Shenandoah Farms Subdivision Sanitary District Management Agreement with the Property Owners of Shenandoah Farms, and authorize the Chairman of the Board of Supervisors and the County Administrator to sign the agreement on behalf of the County.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Blair D. Mitchell, County Attorney Blair Mitchell		JD's Box 3-28-11


Map Produced by Warren County GIS June 2021
Legend
County Boundary
Sanitary District
Shenandoah River
Buildings
Agricultural
Residential One
Right of Way
Water
Fire Station
Warren Parcels
Warren Roads
Clarke Parcels
Clarke Roads
1 inch = 800 feet
0
800
1,600
2,400
3,200
Feet
HOWELLSVILLE RD
CHAPMAN LN
ANAMARIA LN
SHEPHERD LN
MANOR RD
OLD OAK LN
RIVER ISLE LN
MOUNTAIN LAUREL LN
VALLEY FARMS RD
YARNELL CT
RIDGEWOOD
TREASURE ISLAND LN
PATTY TRACT LN
NANCY CT
FARM RIDGE RD
SPRING HOLLOW RD
THOMPSON MILL RD
VESEY DR
VENUS BRANCH RD
LIONS LN
37 A 2
37 A 3
37 A 4A
38 A 30
38 A 31
38 A 32
38 A 33
38 A 33A
38 A 33B
38 A 33F
38 A 34
38 A 35
38 A 41
42 A 1
42 A 1A
42 A 2
37A1 3 23
37A1 3 24
37A1 3 25
37A1 3 26
37A1 3 26A
37A1 3 27
37A1 3 28
37A1 3 29
37A1 6 30A
37A1 6 30B
37A1 3 31
37A1 3 31A
37A1 3 32
37A1 3 33
37A1 3 34
37A1 3 49
37A1 3 50
37A1 3 51
37A1 3 52A
37A1 3 53
37A1 3 54
37A1 3 55
37A1 3 56
37A1 3 57
37A1 3 58
37A1 3 46
37A1 3 45
37A1 3 44
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37A1 3 42
37A1 3 10
37A1 3 9
37A2 3 8
37A2 3 7
37A2 3 6
37A2 3 5
37A2 3 4
37A2 3 3
37A2 3 2
37A2 3 1A
37A2 3 41
37A2 3 40
37A2 3 39
37A2 3 38
37A2 3 37
37A2 3 36
37A2 3 35
37A2 4 59A1
37A2 4 59B
37A2 2 9
37A2 5 25
37A2 6 27
37A2 6 26
37A2 6 28
37A2 6 30
37A2 6 31
37A2 6 32
37A2 6 33
37A2 6 34
37A1 4 12
37A3 4 13
37A3 4 14
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37A3 2 47
37A3 2 48
37A3 2 49
37A3 A D
37A3 A E
37A3 3 B2
37A3 3 C2
37A3 5 35
37A3 5 36
37A3 5 42
37A3 5 45
37A4 1 37
37A4 1 38
37A4 1 39
37A4 1 40
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37A4 2 61
37A4 2 62
37A4 2 63
37A4 2 64
37A4 2 65
37A4 2 66
37A4 2 67
37A4 2 68
37A4 2 69
37A4 2 70

Motion to be Made Going into Closed Meeting

I move the Board enter into a closed meeting under the provisions of Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel pertaining to actual or probable litigation and the provision of legal advice regarding the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia (the "EDA"), the Town of Front Royal, the *EDA vs. Jennifer McDonald, et al*., the *Town of Front Royal vs. the EDA, et al*., the *EDA vs. the Town of Front Royal,* other potential claims and litigation relating to other possible liabilities of the EDA, the recovery of EDA funds and assets, and the outstanding indebtedness of the EDA.

I also move the Board enter into a closed meeting under the provisions of Section 2.2-3711(A)(8) of the Virginia Freedom of Information Act for consultation with legal counsel regarding a specific legal matter requiring the provision of legal advice, such legal matter being redistricting.

- - -

Motion to be Made Coming out of Closed Meeting

I move that the Board certifies to the best of each member's knowledge only public business matters lawfully exempted from open meeting requirements under Sections 2.2-3711(A)(7) and (A)(8) of the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body.