



BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

August 10, 2021

Item #

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Board of Supervisors Agenda Summary

Meeting Date: August 10, 2021
Item No.: 23
Department: Planning & Community Development
Staff Contact: Robert Love
Issue: Dance Hall Permit

Summary: The County requires an annual Dance Hall Permit. Coy Leatherwood, Building Official, and Trey Pyle, Deputy Emergency Management Coordinator, inspected the site for compliance to current building and fire codes and with a maximum occupancy of 400 persons for the following business:

New Fevers Restaurant and Lounge
193 McLendon Drive
Farmville, VA 23901

Attachments: Dance Hall Permit Application

Recommendation: Approval

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____

HAVE YOU BEEN CONVICTED OF A FELONY IN THE STATE OF VIRGINIA OR ELSEWHERE?
_____ Yes ☒ No If yes; list dates, place, and conviction:

Prior to conducting business, the owner or operator of a dance hall shall obtain a permit from the County Administrator before a license can be issued. A maximum period of thirty (30) days from application of permit is allowed for investigation of the dance hall and other proceedings. After such investigation, the Board of Supervisors will then act upon the approval of such permit of the applicant. Upon the approval of said permit the owner will be given a signed form from the County Administrator to be presented to the Commissioner of Revenue, whereupon the operator will be issued a license at a cost of one hundred dollars (\$100.00), or that proration thereof, to be paid to the County Treasurer.

No dance hall permit shall be issued to anyone having previously been convicted of a felony, nor shall any permits be issued unless the premises on which the dances shall be conducted comply with all fire and safety codes of the County of Prince Edward and Commonwealth of Virginia.

All dance halls and dance hall establishments shall discontinue dancing and close for business each night not later than 2:00 a.m.

It shall be unlawful for any dance hall establishment to allow any alcoholic beverages on its premises unless the establishment is licensed by the State Alcoholic Beverage Control Board for "on the premises" alcoholic beverage sales.

Any person within a dance hall who is found to be intoxicated or under the influence of alcohol, marijuana or any other drug or narcotic, shall upon the order of the proprietor or management personnel or police officer, leave such place forthwith and not return until sober; and failure to obey such order shall constitute a violation of the ordinance and shall be classified as a class three (3) misdemeanor.

The owner of a dance hall is responsible for maintaining control of his individual dance hall establishment patrons to the best of his ability. Lack of such effort to control the patrons or a continual request for police assistance may initiate action to review the permit and license of said establishment by the County of Prince Edward or the Circuit Court Judge.

The owner or operator shall, at his expense, provide security officers as follows:

- (1) At least one (1) security officer for the first one hundred (100) patrons, or portion thereof, shall be in attendance at any public dance hall. Thereafter, an additional security officer shall be provided for every additional one hundred (100) such patrons, or portion thereof; and
- (2) For purposes of this section, a "security officer" shall be a deputy, peace officer, or special police officer, if such an off-duty assignment is permitted by such appointee's department, or a private security officer procured by the public dance hall owner or operator, through a private security business licensed pursuant to the Code of Virginia, 1950, as amended.

Failure to comply with this requirement shall result in revocation of the dance hall permit issued to such owner or operator.

Violations of the county ordinance or any of its sections will be considered a class three (3) misdemeanor and be punishable thereof. Each day of violation of any section will be considered a separate offense.

I, the undersigned applicant, do swear (or affirm) that the foregoing information is true and correct to the best of my knowledge and belief, and that I will comply with provisions set forth in the Dance Hall Ordinance adopted by the Prince Edward County Board of Supervisors on February 10, 1981 and amended October 10, 2006.

Ernest R. Gaudin
Signature of Applicant

08/10/21
Date

Sworn and subscribed to before me in the County of Prince Edward, State of Virginia, this 10th day of August, 2021.

Crystal Lynn Baker
Notary Public

My commission expires 4/30/23.

Based upon the application above, the Board of Supervisors of Prince Edward County, or through its duly authorized agent does hereby approve the issuance of a permit to _____ to hold dances during the period of _____ to _____, in the County of Prince Edward, upon the payment of \$ _____ fee to the Treasurer of Prince Edward County.

County Administrator

Date





Board of Supervisors Agenda Summary

Meeting Date: August 10, 2021
Item #: 24
Department: Board of Supervisors
Staff Contact: Douglas P. Stanley
Agenda Item: Crossroads Audit

SUMMARY:

At its Board meeting on June 8th the Board of Supervisors of Prince Edward County unanimously adopted a resolution requesting that the Crossroads Community Service Board of Directors conduct a thorough external, independent forensic audit of its records for budget years FY 2019, FY 2020, and FY 2021. The Boards of Nottoway, Buckingham, Cumberland and Charlotte also unanimously adopted similar resolutions.

On June 22, the Crossroads Board voted to proceed with the audit as requested by a vote of 6-4-1. Chair Carmalita Escoto proceeded, pursuant to the bylaws, to appoint an Ad-hoc Audit Committee to assist with the selection of an auditor. Chair Escoto appointed Robert Saunders, Jordan Miles, and Helen Simmons to the Audit Committee to execute the actions that were included in the motion. Mr. Saunders was designated as Chairman of the Committee. Chair Escoto, along with Interim Executive Director Pam Wallace, were appointed to serve as non-voting members. The committee also included legal counsel and advisers (non-voting) depending on the subjects of discussion and the progression of the audit.

The Crossroads Board voted at its meeting on July 27th by a vote of 7-5 to dissolve the Audit Committee and move forward with putting out an RFP for audit services.

There are concerns that what is being requested is not what is needed. In review of the RFP as put out by Crossroads, conflicts with its requirements. It is requesting both a forensic audit and a financial statement audit. The purpose of a forensic audit is to look for indices of fraud and to derive evidence to be used in a court of law or legal proceeding. A financial audit reviews the financial statements to assure the public that they are in compliance with the governing standards. A CPA firm that conducts financial audits will be in conflict with rules of independence by also conducting a forensic audit of the same client.

Chairman Emert has requested that I put together this agenda item for the Prince Edward County Board to proceed with Phase I of a forensic audit of the Crossroads financial records for years FY 2019, FY 2020, and FY 2021. Based on proposals received the estimated cost of the audit would be \$15,000-\$20,000. The product would be a written report of findings to include: indicia of fraud and misfeasance, internal control breaches, or lack of controls in place. If there are any indicia and finding identified, the County and/or Crossroads would be able to proceed with a Phase II full-scale forensic audit.

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____



Board of Supervisors Agenda Summary

Section 15.2-407(C) of the Code of Virginia states, “The county administrator shall, if the board requires, examine regularly the books and papers of each department, officer and agency of the county and report to the board the condition in which he finds them and such other information as the board may direct.” As an Agency of the County, if the Board directs me as County Administrator to examine the financial records of the Crossroads CSB then I will proceed with the Phase I Forensic Audit as outline.

If approved, I would reach out to the other four counties that voted to proceed with the forensic audit and request their participation up to a proportional share with the understanding that such funds would be withheld from the allocation from the FY 2021-2022 Crossroads CSB contribution. Funding for the project would come from the County’s Audit Services Line – 12240-3120.

ATTACHMENTS:

Crossroads RFP, 15.2-407 of the County Code, Crossroad’s letter/resolution

RECOMMENDATIONS:

That the Board of Supervisors approve the request to direct the County Administrator to proceed with a Phase I Forensic Audit of the Crossroads CSB audit as outlined.

SAMPLE MOTION:

I move that the Board of Supervisors approve the request to direct the County Administrator to proceed with a Phase I Forensic Audit of the Crossroads CSB audit as outlined. I further move that the County Administrator contact Buckingham, Cumberland, Charlotte, Nottoway counties to request that they participate with a proportional share of the cost of such audit.

OR

I move that the Board table the request for further discussion.

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____

Crossroads Community Services Board

Bush River Manor

P.O. Drawer 248

Farmville, Virginia 23901-0248

(434) 392-7049 FAX (434) 392-9221

*Pam Wallace
Interim Executive Director*

*Emergency Services
After Hours, Weekends*

REQUEST for PROPOSAL

RFP #2021

FOR

FORENSIC FINANCIAL AUDITING SERVICES

SEALED PROPOSALS DUE DATE/TIME

August 16, 2021

5:00 P.M.

Pam Wallace, Interim Executive Director

(434) 392-7049 ext. 252

pwallace@crossroadscsb.org

Crossroads Community Services Board
60 Bush River Manor - P.O. Drawer 248, Farmville, Virginia 23901-0248
(434) 392-7049 FAX (434) 392-9221

RFP #2021 – Forensic Financial Audit Services

I. Objective

Independent certified public accounting firms with required applicable training and certifications are invited to submit proposals to enter into a contract for providing forensic audit services for fiscal year beginning July 1, 2018 through fiscal year ending June 30, 2021 for Crossroads Community Services Board, a political subdivision of the Commonwealth of Virginia.

II. Timeline

A. Proposal Issuance Date

August 16, 2021

B. Question Deadline & Contact Information

Questions concerning this RFP should be directed, in writing by email (pwallace@crossroadscsb.org) or fax (434-392-9221) to **Pam Wallace (434-392-7049 ext.252)** in the Administration Office no later than 5 business days prior to the closing date of the proposals (Monday, August 9, 2021). Any revisions to the solicitation will be made only by written addendum issued by the Administration Office.

C. Proposal Deadline

Monday, August 16, 2021 no later than 5 PM. Any proposal received after that time will not be considered.

D. Period of Contract

1 Year

III. Background

Crossroads Community Services Board has Administrative facilities in Farmville, VA as well as service facilities in Farmville and seven (7) counties in the surrounding area to provide services for Mental Health, Developmental Disabilities, Substance Abuse and Prevention. The seven (7) counties are Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward.

IV. Statement of Need

All effort necessary for the certified public accounting firm (herein after called Auditor) to perform a forensic financial audit for Crossroads Community Services Board (herein after called CCSB); in accordance with all generally accepted practices and principles, as well as all applicable statutes and legal requirements (see section VI). Reference Documents, as outlined herein:

A. Audit

The purpose of this solicitation is to select a firm to provide a forensic audit of CCSB's purchases, utility billings and collection processes and the accounting over CCSB's revenue and various cash accounts. Of interest, is the control and use of credit cards to purchase goods and services. The period for review for these items should begin in fiscal year beginning July 1, 2018 and continue through fiscal year ending June 30, 2021. Beyond this period, CCSB is also requesting a review of existing controls and compliance with these controls along with identifying areas of risk of

fraud and misconduct and recommending improvements and best practices. The engagement should be planned and carried out with sensitivity towards not overburdening CSB staff.

The Auditor shall audit all funds and account groups of CCSB. The Auditor shall perform tests of compliance and internal controls. The audit shall result in the preparation of financial statements from the audited records of CCSB with the Auditors' opinion thereon -OR- the rendering of the Auditors' opinion on the financial statements prepared by CCSB.

The Auditors' opinion shall be expressed in the report and include his/her reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion. The independent Auditor also shall express an opinion as to the fair presentation of the combining, individual fund and individual account group financial statements in accordance with generally accepted accounting principles. The Auditor is required to provide an "in-relation-to" report on the supporting schedules and statistical tables based upon his/her audit of the financial statements.

The final reports shall provide an evaluation of CCSB's:

- Internal accounting and operating controls
- Review compliance with these controls
- Evaluate risk of fraud and misconduct
- Recommend enhancements where necessary to strengthen the City's practices

The Auditor shall conduct the engagement with care and due diligence in accordance with the relevant industry guidance including but not limited to Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA). The audit reports shall develop the findings, conclusions and recommendations; and shall prepare the proposed enhancements to internal controls as recommended and the additional recommended practices and resources (personnel, equipment, etc.) necessary to implement, carry out and monitor these recommendations.

B. State Requirements

The Auditor should provide the following information for use by State agencies. This information may be reported in the "Notes to the Financial Statements", and/or by separate reports, or schedules, as appropriate.

(see DBHDS website: www.dbhds.virginia.gov under the Office of Budget and Financial Reporting for further guidance).

1) Include in the audit report 1) a schedule (by disability and total) of the reconciliation of revenues and expenditures to the fourth quarter report and 2) a schedule (by disability and total) of the reconciliation of federal revenues to the fourth quarter report.

2) The Auditor should audit the Substance Abuse Prevention and Treatment Grant (both revenues and expenditures) for accounting accuracy and expenditure appropriateness as if the grant were a major program (Circular A-128) regardless of dollar amount received by CCSB.

3) Based on a sample, the Auditor shall determine the appropriateness of expenditures charged to Federal funds as guided by OMB Circular A-87.

4) The Auditor shall disclose the local tax dollar funding received by CCSB specified by locality.

5) The Auditor should disclose surety information (company, employees covered, and amount of coverage) Code of Virginia, §2.1-526.9.

A copy of the audit contract and winning RFP should be filed with the Virginia Auditor of Public Accounts and the Virginia DBHDS. CCSB is responsible for making these filings.

C. Type and Submission of Reports

The firm shall provide CCSB with 20 copies of the financial statements and Auditor's report thereon and management letter. CCSB is expecting that said services shall be completed within a one-year time frame. The Auditor shall provide a time of completion with its proposal. A copy of the financial report, including Auditor's reports on internal controls and compliance, must be submitted to the Auditor of Public Accounts. In addition, a copy of the financial report, report on internal controls and report on compliance must be submitted to each State agency that provided Federal funds to CCSB. Report preparation, editing and printing shall be the responsibility of the Auditor.

D. Assistance Provided to the Auditor

The staff of CCSB and responsible management personnel will be available during the audit to assist the firm by providing information and explanation. In addition CCSB will provide:

1. *Books of Account:* CCSB represents that the books of account will be fully balanced, all subsidiary ledgers reconciled to control accounts, and all bank accounts for all months reconciled no later than 45 days immediately following statement date.
2. *Schedules:* The staff of CCSB will prepare the following information on forms acceptable to the Auditor:
 1. A final trial balance of each fund;
 2. A final trial balance of each subsidiary ledger;
 3. A schedule of federal program revenues, expenditures and beginning and ending balances by program;
 4. A copy of the final budget presented to the board for the audit period, the original budget ordinance for the audit period and all amendments to the budget ordinance;
 5. A copy of all capital projects and all amendments thereto for all projects beginning during the period or not fully completed prior to the period;
 6. A schedule of insurance in force during the year and of insurance expense for the year;
 7. A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;
 8. A schedule of all capital outlays during the period;
 9. A schedule of all capital asset dispositions during the period;
 10. A schedule of accounts payable at statement date;
 11. Reconciliation of the final quarter's fringe benefit tax returns;
 12. Copies of all contracts with governmental grantor or grantee agencies;
 13. Copies of all other contracts in force at statement date of a material amount; and
 14. Such reasonable additional schedules as may be requested for financial audits.

V. Reference Documents

Auditor must be familiar with and act in accordance with generally accepted accounting and auditing standards, standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of the U.S. Office of Management and Budget (OMB) Circulars A-87, A-128 and A-133, Audits of State and Local Governments, and the Specifications for Audits of Authorities, Boards and Commissions issued by the Auditor of Public Accounts, Commonwealth of Virginia. Auditor is responsible for compliance with any applicable legal requirements that may have been omitted from this list, as well as changes in legal requirements that may arise during the performance of the contract.

VI. Proposal Preparation and Submission Requirements

A. General Instructions

1. Proposals should be not be extensive but should convey enough information for the Agency to evaluate the ability of your firm to provide the requested services. Proposals must contain the following, in this order:

- a. Letter of transmittal
- b. Table of contents
- c. Brief description of the firm(s)
 - History
 - Principals
 - Qualifications to undertake this project
- d. List of personnel who would be assigned to the project in terms of:
 - Related experience
 - Project team role and time commitment of each member

The team performing the audit should include a lead auditor possessing a CPA and 5 years of experience and at least one member that holds one of the following certifications and 5 years of experience in performing forensic audits:

- i) Certified Fraud Examiner (by the National Association of Certified Fraud Examiners)
- ii) Certified in Financial Forensics (by the American Institute of Certified Public Accountants)

- e. Brief description of not more than 3 similar projects.
- f. Briefly describe your firm's general approach to providing like services (use exhibit if appropriate).

2. Proposals should not be accompanied by voluminous plans or reports as examples of the proposer's previous work.

3. Proposals are to be returned to the Director of Administrative Services, Crossroads Community Services Board, PO Drawer 248, 60 Bush River Drive, Farmville, VA 23901

4. The original Request for Proposal must be returned with your proposal.

B. Specific Instructions

1. In order to be considered for selection, offerors shall submit a complete response to this RFP. One (1) original and **three (3)** copies of each proposal are to be submitted.

2. All proposals shall be returned in a sealed envelope marked **Audit Services**. Proposals shall be signed by an authorized representative of the offeror. Courier and regular mail packages shall be clearly marked as to the contents.

3. Vendors that will be performing services at a CCSB site must be able to present Certificates of Insurance stating a minimum of 1 million dollar General Liability and Workers Compensation in the statutory amount. Such certificates will only be required of the successful firm.

VII. Contract Award and Development

- A. The Competitive negotiation method of selection will be used to determine the most qualified offeror among those submitting proposals. Proposals will be evaluated in accordance with the "proposal evaluation criteria" in the RFP.
- B. The content of the RFP and the successful offeror's proposal will become an integral part of the contract, but may be modified by provisions of the contract. Offerors must be amenable to inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of proposals and in subsequent contractual action.

VIII. Proposal Evaluation Criteria & Selection Process

Proposals will be reviewed in accordance with the following evaluation criteria:

- A. Experience with providing like services to similar public agencies
- B. The skill, experience and training of the specified persons who will be performing the services requested, as well as the number of persons on staff with the qualifications to perform audit services for CCSB.
- C. The Auditor's understanding of CCSB's system of accounting obtained through prior experience or discussion with appropriate CCSB officials.
- D. Ability to complete the audit and submit the financial statements and Auditor's reports to the Department of Behavioral Health and Development Services by the required deadline.

The selection process will be in accordance with the Virginia Public Procurement Act, which stipulates that Request for Proposals be processed as follows:

CCSB shall choose two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Informal interviews will be held to allow firms to elaborate on their qualifications and performance data or staff expertise pertinent to the audit. Estimates of man-hours or cost for services discussed during those interviews will be non-binding.

At the conclusion of the discussions, on the basis of the selection criteria listed in this Request for Proposals and all information developed in the selection process to this point, CCSB shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, with the offerors we rank based upon our weights.

If a contract is satisfactory and advantageous to CCSB that can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If not, we will elect to cancel the RFP and re-solicit at a future date if we deem necessary. *Note that the award does not need to be made to the Offeror with the lowest price, as long as it is determined to have the "best" overall proposal that meets/exceeds our requirements.*

Should CCSB determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

IX. Cooperative Agreement

The Auditor agrees that this Contract shall be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract shall place its own order(s) directly with the Auditor. CCSB acts only as its own Contracting Agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Auditor's responsibility to notify the jurisdictions of the availability of the contract.

X. General Terms and Conditions

- A. Offerors who submit a bid in response to this RFP may be required to give an oral presentation of their bid to the agency. This will provide an opportunity for the offeror to clarify or elaborate on the bid. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, proposals should be complete.
- B. No member of the governing body, officer, or employee of CCSB during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

- C. The agency reserves the right to accept any bid or to reject any or all proposals.
- D. CCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the agency all such information and data for this purpose as may be requested. The agency reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy the agency that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All proposals submitted under the RFP will become the property of the CCSB and will not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. CCSB will not be responsible for any expenses incurred by a potential offeror in preparing and submitting a bid.
- G. Proposals received after the date and time stated will not be considered. It is the responsibility of the offeror to see that his/her bid is received in the Administration Office by the specified time and date. Date of postmark is not considered. Telephone, emails, and facsimile proposals are not acceptable.
- H. It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. By submitting a Bid, the Offeror covenants and agrees that he has satisfied himself, from his/her own investigation of the conditions to be met, that he fully understands his/her obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, bidder certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, CCSB may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing Agency regarding the confidentiality of client related information during and after the term of the contract.
- N. If the Contract involves patient care, the contractor will adhere to the standards set by the Purchasing Agency regarding quality assurance and participate with the Purchasing Agency in the systematic and ongoing monitoring and evaluation of patient care.
- O. Failure to submit a Bid on the form provided for that purpose shall be a cause for rejection of the Bid. Return of the complete document is required. Modification of or additions to any portion of the

solicitation may be cause for rejection of the Bid; however, CCSB reserves the right to decide, on a case-by-case basis, at its sole discretion, whether or not to reject such a Bid as nonresponsive.

- P. CCSB reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- Q. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- R. In case of failure to deliver services in accordance with the contract terms and conditions, CCSB, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- S. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Chief Executive Officer of CCSB.
- T. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. The agency reserves the right to cancel any subsequent contract at any time the agency, at its sole discretion, deems it to be in the agency's best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- V. By submitting their proposal, all bidders and offerors certify to CCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, and Section 11-51 of the Virginia Public Procurement Act.

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON IN WRITING BY SUBSEQUENT NEGOTIATION.

Company Name and Address:

_____ Zip _____

Telephone: _____

Fax: _____

Date: _____

Print Name: _____

Title: _____

Signature: _____

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Chapter 4. County Board Form of Government

§ 15.2-407. Powers and duties of county administrator.

A. The board may by resolution designate the county administrator as clerk of the board. In such case and upon the qualification of the county administrator authorized by this article the county clerk of such county shall be relieved of his duties in connection with the board and all of his duties shall be imposed upon and performed by the county administrator. If the board does not designate the county administrator as clerk, the county clerk or one of his deputies shall attend the meetings of the board and record in a book provided for the purpose all of the proceedings of the board, but he shall not be authorized and required to sign any warrants of the board, such authority being hereby vested in the county administrator. However, the board may by resolution of record require the county clerk to sign all warrants of the board.

B. The county administrator shall, insofar as the board requires, be responsible to the board for the proper administration of all affairs of the county which the board has authority to control. He shall keep the board advised as to the financial condition of the county and shall submit to the board monthly, and at such other times as may be required, reports concerning the administrative affairs of the county.

C. The county administrator shall, if the board requires, examine regularly the books and papers of each department, officer and agency of the county and report to the board the condition in which he finds them and such other information as the board may direct.

D. The county administrator shall from time to time submit to the board recommendations concerning the affairs of the county and its departments, officers and agencies as he deems proper.

E. Under the direction of the board, the county administrator, for informative and fiscal planning purposes only, shall prepare and submit to the board a proposed annual budget for the county. The board may, however, direct that the county budget be prepared by the county clerk.

F. The county administrator shall audit all claims against the county for services, materials and equipment for such county agencies and departments as the board may direct, except those required to be received and audited by the county school board, and shall present the audits to the board of county supervisors together with his recommendation and such information as necessary to enable the board to act on such claims.

G. If the board, by resolution, designates the county administrator as clerk of the board, the county administrator shall: (i) have all the powers, authority and duties vested in the county clerk as clerk of the board, under general law; (ii) pay, with his warrant, all claims against the county chargeable against any fund under the control of the board, other than the general county fund, when such expenditure is authorized and approved by the officer and/or employee authorized to procure the services, supplies, materials or equipment accountable for such claims and after auditing the claims as to their authority and correctness; (iii) pay with his warrant all claims against the county chargeable against the general county fund where the claim arose out of purchase made by the county administrator or for contractual services by him authorized and contracted within the power and authority given him by board resolution; and (iv) pay with his warrant all claims against the county authorized to be paid by the board.

Code 1950, § 15-370; 1950, pp. 123, 694; 1959, Ex. Sess., c. 69; 1962, c. 623, § 15.1-705; 1997, c. 587.

BOARD OF SUPERVISORS

J. David Emert
Chairman
Odessa H. Pride, Ed.D.
Vice Chairman
Beverly M. Booth
Pattie Cooper-Jones
Llew W. Gilliam, Jr.
Robert M. Jones
James R. Townsend
James R. Wilck



COUNTY OF PRINCE EDWARD, VIRGINIA

COUNTY ADMINISTRATION

Douglas P. Stanley

Post Office Box 382
111 N. South Street, 3rd Floor
Farmville, VA 23901

Office: (434) 392-8837
Fax: (434) 392-6683
www.co.prince-edward.va.us

June 15, 2021

Pam Wallace, MS
Interim Executive Director
Director of Developmental Services
Crossroads Community Services Board
1111 East Main Street, Suite 1920
Farmville, VA 23901

Dear Ms. Wallace:

At its Board meeting on June 8th the Board of Supervisors of Prince Edward County unanimously adopted the attached resolution requesting that the Crossroads Community Service Board of Directors conduct a thorough external, independent forensic audit of its records for budget years FY 2019, FY 2020, and FY 2021. It is my understanding that the Boards of Buckingham, Cumberland and Charlotte have each unanimously adopted similar resolutions.

It is our hope that the Crossroads Board will move forward with a forensic audit as requested to ensure fiscal accountability of the organization. Please feel free to reach out if you have any questions.

Respectfully,

Douglas P. Stanley, AICP, ICMA-CM
County Administrator

DPS
Attachment

cc: The Chairman and Members of the Prince Edward County Board of Supervisors
County Administrators of Amelia, Buckingham, Cumberland, Charlotte, Lunenburg,
and Nottoway Counties
Read File



**A RESOLUTION OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF
PRINCE EDWARD, VIRGINIA**

**REQUEST TO THE CROSSROADS COMMUNITY SERVICE BOARD TO
CONDUCT A FORENSIC AUDIT OF ITS FINANCES**

WHEREAS, Crossroads Community Service Board (CSB) is the primary provider of mental health, intellectual disability, substance abuse, and housing services to residents of Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward; and

WHEREAS, the Crossroads CSB has over 230 full-time and 50 part-time employees, 3,058 clients, and has an FY 2021 total budget of \$15,486,594; and

WHEREAS, there have been a number of concerns raised by Crossroads CSB Board members, members of the various Boards of Supervisors, current and former staff members of Crossroads, and members of the general public regarding the budgeting and allocation of public funds and other management issues; and

WHEREAS, the Crossroads CSB Board of Directors, at a special called meeting on May 5, 2021, removed its Director Dr. Susan Baker after six (6) tumultuous years in the position; and


WHEREAS, Prince Edward County has been asked to commit \$60,000 in the proposed FY 2021-2022 budget as a local match to 90/10 funding from the Commonwealth of Virginia for the provision of services in Prince Edward County, and

WHEREAS, Prince Edward County is greatly appreciative of the services provided by the Crossroads CSB and the support of its staff, and

WHEREAS, the Prince Edward County Board of Supervisors, as one of the seven governing bodies described in §37.2-504 of the Code of Virginia, must ensure the fiscal accountability of public funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia, does hereby request that the Crossroads Community Service Board Board of Directors conduct a thorough external, independent forensic audit of its records for budget years FY 2019, FY 2020, and FY 2021; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Prince Edward, Virginia does hereby state its intent to withhold funding from Crossroads Community Services Board until such forensic audit is authorized by the Crossroad Community Service Board Board of Directors.



J. David Emert
Chair, Board of Supervisors
County of Prince Edward, Virginia

Attest:



Douglas P. Stanley
Clerk, Board of Supervisors
County of Prince Edward, Virginia

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**Board of Supervisors
Agenda Summary**

Meeting Date: August 10, 2021
Item #: 25
Department: County Administration
Staff Contact: Douglas P. Stanley / Sarah Elam Puckett
Agenda Item: Public Health Emergency Leave

SUMMARY: On March 24, 2020, at the onset of the pandemic, the Board approved a public health emergency leave policy that mirrored the State's. The state has subsequently amended its policy and the attached updated County policy brings us back into line with the state by dropping the emergency leave from 160 hours per calendar year down to 80 hours per calendar year.

ATTACHMENTS: Draft Updated Public Health Emergency Leave Policy

RECOMMENDATION: Approval.

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____



COUNTY OF PRINCE EDWARD, VIRGINIA

Public Health Emergency Leave Policy

Effective Date: August 10, 2021

APPLICATION: All County employees (part-time and full-time).

PURPOSE: It is the policy of the County to protect the health of county employees and the public and to provide continuity of services to the citizens of the Prince Edward County during times of pandemic illness. The purpose of Public Health Emergency Leave is to provide a temporary emergency benefit rather than an ongoing expanded leave entitlement.

POLICY SUMMARY: This policy permits or requires eligible employees to attend to their own medical needs and those of their immediate family members by providing up to 80 hours of paid leave per leave year when *Communicable Disease of Public Health Threat* conditions have been declared by the State Health Commissioner and Governor, as defined in *Code of Virginia § 32.1-48.06*. Use of this policy is intended solely for illness directly related to the declared communicable disease threat.

1. Upon declaration and within the period of a communicable disease threat all full-time employees are eligible for up to 80 hours to attend to their own medical needs and those of their immediate families residing in an affected area.
2. Part-time employees **may** also be eligible. Paid leave should be pro-rated and may not exceed the number of work hours normally scheduled for the part-time employee.
3. Upon declaration of a Communicable Disease of Public Health threat, Judges, Constitutional Officers and Department Heads (referred to later as Directors), who follow the County's personnel policy should follow the guidelines of the Virginia Department of Health or Centers for Disease Control, as applicable, to direct ill employees to leave the workplace and attend to their medical needs.
4. Employees are subject to the same leave request process as normally used. It is expected employees requesting Public Health Emergency Leave will provide documentation deemed adequate for justification by the employee's Director.
5. Telework agreements should be executed for employees who can work at alternate locations to promote social distancing. Directors, etc., need to develop a work management system to allow the monitoring of actual time the employee works off-site and measure the work output. As an example, if an employee documents they worked 4 hours during a day then that employee would be charged for 4 hours of regular leave that day unless that employee has been approved for the use of Public Health Emergency Leave, in which case the 4 hours would be charged for to that program.
6. Directors, etc. are encouraged to consider expanding the use of the alternate work schedules to reduce employee contact yet still provide for continuity of operations.
7. Employees are expected to report to work as usual unless ill or required to care for an immediate family member subject to quarantine or directed by their Director to not report to protect the health of co-workers.



**Board of Supervisors
Agenda Summary**

Meeting Date: August 10, 2021
Item #: 26
Department: County Administration
Staff Contact: Douglas P. Stanley / Sarah Elam Puckett
Agenda Item: Monthly Reports

SUMMARY:

Please see attachments.

COST:

ATTACHMENTS:

- a. Prince Edward County Public Schools

RECOMMENDATION: None.

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____

Prince Edward County Public Schools
Summary Financial Report
July 31, 2021

	Current	Year to		Variance Actual Under (Over)	YTD as a Percent of
<u>Revenues</u>	<u>Month</u>	<u>Date</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
From the State:					
State Sales Tax	265,163.84	265,163.84	\$ 3,103,342	\$ 2,838,178.16	8.54
Basic School Aid	500,156.08	500,156.08	\$ 6,115,319	\$ 5,615,162.92	8.18
All Other	348,481.14	348,481.14	\$ 6,774,352	\$ 6,425,870.86	5.14
Total State	1,113,801.06	1,113,801.06	\$ 15,993,013	\$ 14,879,211.94	6.96
From the Federal Gov't.	123,926.40	123,926.40	\$ 2,019,035	\$ 1,895,108.60	6.14
General Fund (County)	113,847.52	113,847.52	\$ 9,255,574	\$ 9,141,726.48	1.23
Cash Book -Local	4,826.45	4,826.45	\$ 287,521	\$ 282,694.55	1.68
Total Revenues	1,356,401.43	1,356,401.43	\$ 27,555,143	\$ 26,198,741.57	4.92

	Current	Year to	Outstanding		Expended & Encumbered (Over) Under	Expen. & Encumbrance as a % of
<u>Expenditures</u>	<u>Month</u>	<u>Date</u>	<u>Encumbrances</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
1000-Instruction	499,298.26	499,298.26	\$ 3,503,112.25	\$ 20,193,819	\$ 16,191,408.49	19.82
2000-Admin.,Health/Atten.	97,318.46	97,318.46	\$ 968,599.72	\$ 1,702,607	\$ 636,688.82	62.61
3000-Transportation	39,196.34	39,196.34	\$ 393,045.28	\$ 1,825,479	\$ 1,393,237.38	23.68
4000-Operation/Maintenance	170,306.60	170,306.60	\$ 387,677.33	\$ 1,764,782	\$ 1,206,798.07	31.62
6000-Facilities	0.00	0.00	\$ 26,438.70	\$ 150,000	\$ 123,561.30	17.63
7000 - Debt. Service	493,743.66	493,743.66	\$ 605.00	\$ 552,259	\$ 57,910.34	89.51
8000 - Technology	56,538.11	56,538.11	\$ 822,661.61	\$ 1,366,197	\$ 486,997.28	64.35
Total Expenditures	1,356,401.43	1,356,401.43	\$ 6,102,139.89	\$ 27,555,143	\$ 20,096,601.68	27.07

Prince Edward County Public Schools
2021-2022
Food Service Department
Summary Financial Report
July 31, 2021

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the State:					
State School Food	0.00	0.00	\$ 35,314	\$ 35,314.00	0.00%
Fresh Fruit & Vegetable	0.00	0.00	\$ 55,000	\$ 55,000.00	0.00%
Total State Funds	0.00	0.00	\$ 90,314	\$ 90,314.00	0.00%
Federal Reimbursement	22,417.53	22,417.53	\$ 1,229,760	\$ 1,207,342.47	1.82%
Cash Book - Local	467.56	467.56	\$ 108,500	\$ 108,032.44	0.43%
Total Revenues	22,885.09	22,885.09	\$ 1,428,574	\$ 1,405,688.91	1.60%

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Budget</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expen. & Encumbrance as a % of Budget</u>
Salary	6,625.67	6,625.67	57,042.37	\$ 422,676	\$ 359,007.96	15.06%
Fringe Benefits	1,501.51	1,501.51	15,298.91	\$ 201,883	\$ 185,082.58	8.32%
Purchased Services	0.00	0.00	-	\$ 55,000	\$ 55,000.00	0.00%
Refunds	0.00	0.00	-	\$ -	\$ -	0.00%
Travel	0.00	0.00	-	\$ 5,000	\$ 5,000.00	0.00%
Materials & Supplies	0.00	0.00	-	\$ 40,000	\$ 40,000.00	0.00%
Food Supplies	0.00	0.00	-	\$ 634,015	\$ 634,015.00	0.00%
Repairs & Maintenance	0.00	0.00	-	\$ 20,000	\$ 20,000.00	0.00%
Furniture/Equipment	0.00	0.00	-	\$ 50,000	\$ 50,000.00	0.00%
Equipment - grant	0.00	0.00	-	\$ -	\$ -	0.00%
Total Expenditures	8,127.18	8,127.18	\$ 72,341.28	\$ 1,428,574	\$ 1,348,105.54	5.63%

Comparative Receipts and Expenditures Year to Date - Month of June 30, 2021

Saved as July 2021-2022 Expense Compare

Prince Edward County Public Schools
35 Eagle Drive
Farmville, Virginia 23901

2021-2022
Comparative Receipts and Expenditures
Food Service Department
Year to Date

Month of July 31, 2021

	Fiscal 2021			Fiscal 2022			
Receipts:	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food	47,093	0.00	0.00	35,314	0.00	0.00	0.00
Fresh Fruit & Vegetable	<u>55,000</u>	<u>0.00</u>	0.00	<u>55,000</u>	<u>0.00</u>	0.00	0.00
Total State	102,093	0.00	0.00	90,314	0.00	0.00	0.00
Federal Reimbursement	1,229,760	41,554.00	3.38	1,229,760	22,417.53	1.82	-1.56
Cash Book - Local	<u>148,000</u>	<u>829.00</u>	0.56	<u>108,500</u>	<u>467.56</u>	0.43	-0.13
Total Revenue	\$1,479,853	42,383.00	2.86	\$1,428,574	22,885.09	1.60	-1.26
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Salary	442,838	11,408.00	2.58	422,676	6,625.67	1.57	-1.01
Fringe Benefits	183,000	1,821.00	1.00	201,883	1,501.51	0.74	-0.25
Purchased Services	55,000	0.00	0.00	55,000	0.00	0.00	0.00
Refunds	0	0.00	0.00	0	0.00	0.00	0.00
Travel	5,000	0.00	0.00	5,000	0.00	0.00	0.00
Materials & Supplies	40,000	0.00	0.00	40,000	0.00	0.00	0.00
Food Supplies	634,015	0.00	0.00	634,015	0.00	0.00	0.00
Repairs & Maintenance	20,000	0.00	0.00	20,000	0.00	0.00	0.00
Furniture/Equipment	<u>100,000</u>	<u>0.00</u>	0.00	<u>50,000</u>	<u>0.00</u>	0.00	0.00
Total Expenditures	\$1,479,853	13,229.00	0.89	\$1,428,574	8,127.18	0.57	-0.33

Saved as July 31-22 Expense Compare Food Service