

BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

April 11, 2022

Item

- | | | |
|-----|--|-----|
| 19. | Appropriations: | |
| | a. Four-for-Life | 271 |
| | b. Tobacco Commission Grant – Business Park Road | 273 |
| 20. | Health Department Locality Agreement | 275 |
| 21. | Public Safety Radio System Grant – Phase II | 279 |

Motion to Recess.

Tuesday, April 18, 2023 @ 5:30 p.m. -- Budget Work Session

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**Board of Supervisors
Agenda Summary**

Meeting Date: April 11, 2023
Item #: 19-a
Department: Finance
Staff Contact: Crystal Baker
Agenda Item: Four-for-Life Appropriation

Summary:

The County has received a check in the amount of \$17,796.48 from the Virginia Department of Health from the 2021 Four-For-Life program calendar year. These funds, pursuant to Section 46.2-694, Code of Virginia, shall be used only for emergency medical services.

The Board is asked to approve the appropriation and issuance of funds as follows:

HS First Responders \$ 2,000.00
 Meherrin Rescue \$ 3,949.12
 PEVRS \$ 11,847.36

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	24040	0015	Four for Life		\$ 17,796.48
4 (Exp)	100	32300	7014	Four-for-Life	\$ 17,796.48	
				<i>HS First Responders</i>	\$ 2,000.00	
				<i>Meherrin Rescue</i>	\$ 3,949.12	
				<i>PEVRS</i>	\$ 11,847.36	

Recommendation: The Board approve and appropriate the FY23 Budget Supplement and issuance of funds as outlined.

SAMPLE MOTION: I move the Board of Supervisors approve and appropriate the FY23 Budget Supplement and issue funds as outlined above.

Motion _____ Cooper-Jones _____ Gilliam _____ Pride _____
 Second _____ Emert _____ Jenkins _____ Townsend _____
 Jones _____ Watson _____

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**Board of Supervisors
Agenda Summary**

Meeting Date: April 11, 2023
Item No.: 20
Department: County Administration
Staff Contact: Douglas Stanley, ACIP ICMA-CM County Administrator
Issue: Health Department – FY 2022-2023 Locality Agreement

Summary:

Please see attached note and proposed FY 2022-2023 Locality Agreement. The proposed agreement reflects a budget of \$171,490.61 in local matching funds and an additional \$2,385.39 in local funds from FY 2021-2022.

The local Health Department Agreement must be approved each year, even though it comes in over halfway through the fiscal year.

Cost:

As proposed, the cost is \$173,876.00 which has been included in the County’s FY 2022-2023 budget.

Suggested Motion:

I move that the Board of Supervisors approve the FY2022-2023 Locality Agreement between Prince Edward County Board of Supervisors and the Virginia Department of Health for funding and services of the Prince Edward County Health Department as proposed.

OR

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

Motion _____
Second _____

Booth _____
Cooper-Jones _____
Emert _____

Gilliam _____
Jones _____
Pride _____

Townsend _____
Wilck _____

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND
THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS FOR FUNDING
AND SERVICES OF THE PRINCE EDWARD HEALTH DEPARTMENT**

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

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

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

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$529,505.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Prince Edward will provide by appropriation and in equal quarterly payments a sum of 171490.61 local matching funds and \$0.00 one-hundred percent local funds for a total of \$0.00 local funds for this fiscal year.

In addition, the Board of Supervisors has approved the Prince Edward County Health Department to carry forward \$2,385.39 in local matching funds for a total of \$173,876 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

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

§ 2. The term of the agreement begins July 1, 2022. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

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

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

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

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

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

 Robert W. Hicks
 Acting Deputy Commissioner
 Community Health Services
 Virginia Department of Health

 Date

 Dr. Maria Almond, MD
 District Health Director
 Piedmont Health District

 Date

 Local authorizing officer signature

Douglas P. Stanley
 Authorizing officer printed name

County Administrator
 Authorizing officer title

 Date

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

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

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**Board of Supervisors
Agenda Summary**

Meeting Date: April 11, 2023
Item #: 21
Department: Emergency Management
Staff Contact: Trey Pyle
Agenda Item: Public Safety Radio System

SUMMARY: As the board is aware, the county was awarded a State Homeland Security Program Grant – SHSP in November 2022 for \$85,500.00. The grant was applied for and awarded to help offset the cost of the radio system consultants, CTA, who are assisting the County with the development of the P25 compliant public safety radio system. This grant is a 100% federally funded reimbursement grant that requires no local match.

CTA has completed the first phase of the project, the review of the current public safety radio systems in the County. They have recommended replacing the multiple systems that are in place with a Countywide P25 UHF Trunked System. This would bring all public safety agencies on a single, shared platform increasing coordination and communications countywide.

The second phase of CTA’s project would be to develop the Procurement Document, Evaluation of Proposals, and Contract Analysis. This project will take about 6-8 months to complete. This phase would be 100% reimbursed by the SHSP grant funds.

Additionally, the proposed FY 2023-2024 budget includes \$100,000 to begin to allocate anticipated projected project debt service, assuming a 12-15 year lease purchase to fund the communication system.

COST: \$85,500.00 (SHSP GRANT FUNDS)

ATTACHMENTS: CTA proposal

RECOMMENDATION: That the Board of Supervisors approve the request to move forward with Phase 2 of the project to develop a procurement document, evaluation proposals, and contract analysis.

SAMPLE MOTION: I move that the Board of Supervisors approve the request to move forward with Phase 2 of the project to develop a procurement document, evaluation proposals, and contract analysis.

Motion _____
Second _____

Cooper-Jones _____
Emert _____

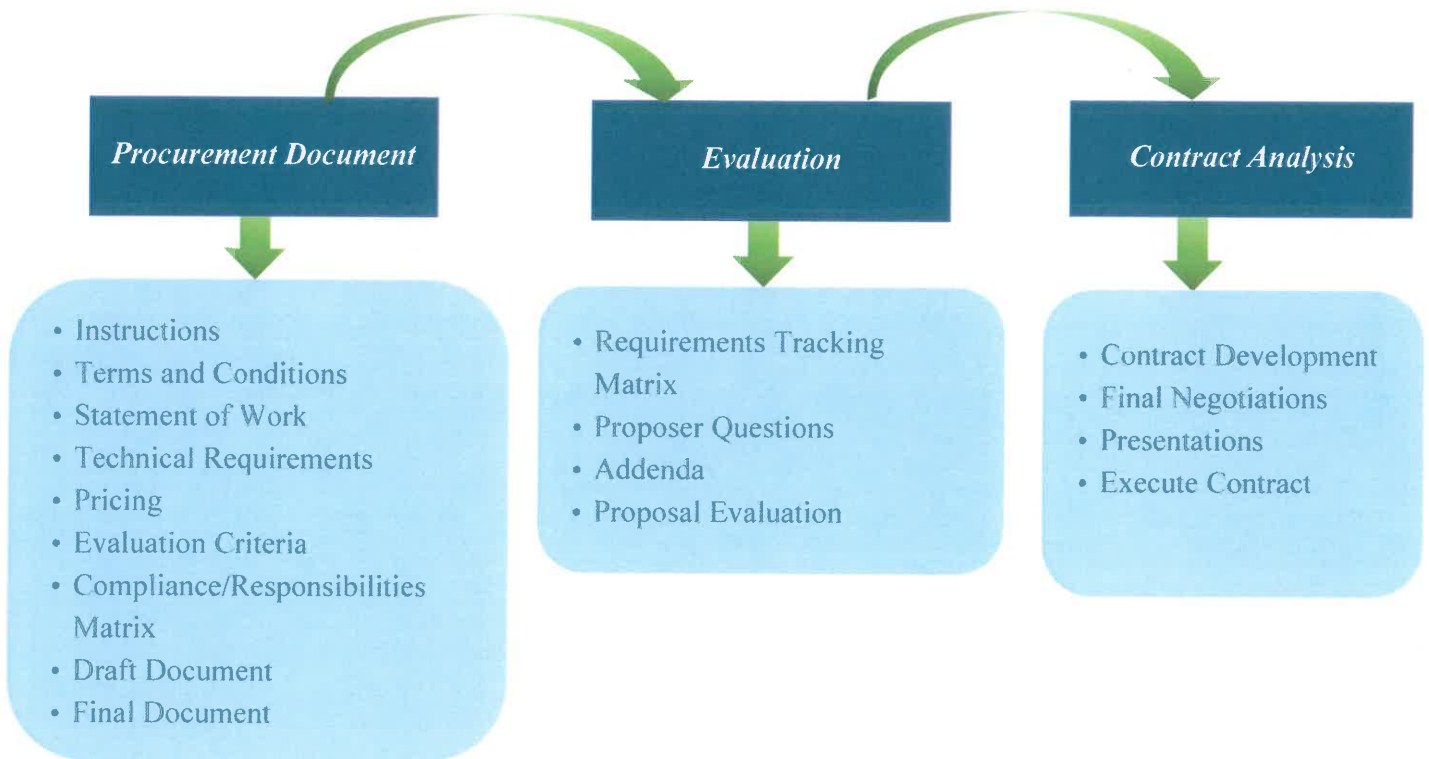
Gilliam _____
Jenkins _____
Jones _____

Pride _____
Townsend _____
Watson _____

Procurement Approach

CTA can approach procurement as competitive or negotiated, dependent upon the outcome of the Needs Assessment phase. If competitive procurement is selected, we will develop an RFP document and if negotiated procurement is selected, we will develop a Requirements document.

CTA believes it is very important to have the procurement process well defined prior to issuing a RFP document or Requirements document. This process should be carefully and strictly followed by all participants in order to mitigate the risk of vendor protest. We believe the following overall activities are necessary to a successful procurement:



Development Activities

Our philosophy for RFP or Requirements development of a complex communications system is functional in nature. We develop specifications based upon many successful implementations and inherently encourage the proposer to choose the sites and equipment best suited to meet your capacity and coverage requirements.

Purchasing a large multi-component communications system will be a complex and detailed process. To provide for the most fiscally responsible strategy, CTA views the County's project in terms of elements that must all come together within a specified timeframe:

- Radio System
- Subscriber Equipment
- Connectivity Network
- Physical Facilities (Site) Development

Your document must be based upon a dependable configuration, which means it needs to address the four aspects of *System Dependability*:

- ★ **Availability**, which comprises coverage availability and system availability (or capacity). The goal is to provide communications to the end user where and when they need it.
- ★ **Reliability**, which comprises redundancy and failure mode control. The goal is to provide a system where single mode failures of active components will not cause a reduction in capability and where concurrent failures of multiple components cause graduated reduction in operational capability, in a programmed way.
- ★ **Maintainability**, which takes into account a well-designed alarm and diagnostic system, location and quality of service operations and organizations, straightforward and well documented design, and manufacturer's support. The goal is an infrastructure failure designated as "catastrophic" will be repaired within an average of two hours, and other fixed and non-fixed failures will have responses commensurate with their effect on the user.
- ★ **Survivability**, such that in the event of a massive failure of a portion of the network (due, for example, to a hurricane), there is a predetermined plan and available equipment to establish basic communications until the network can be brought back online.

Develop Functional Specifications Document

Our functional specifications address each of these components, and the acceptance process demonstrates that the specifications are met in each of these areas.

CTA will assist with and develop procurement documentation. Our document will consist of the following sections:

Table of Contents	Functional Specifications
<p>1. General Instructions <i>This section may not be necessary in a Requirements document.</i></p>	<p>CTA will outline the Functional Specification document and provide a project overview. The explanation and schedule for procurement activities is also included. This section will include:</p> <ul style="list-style-type: none"> ▪ <i>Purpose and Project Overview</i> ▪ <i>Definitions</i> ▪ <i>Procurement schedule and activities</i> ▪ <i>Proposal submission expectations</i> ▪ <i>Proposal evaluation and negotiations</i>
<p>2. Proposal Instructions <i>This section may not be necessary in a Requirements document.</i></p>	<p>CTA will outline the expectations for the technical and price submission. This section will include:</p> <ul style="list-style-type: none"> ▪ <i>Proposal Outline</i> ▪ <i>Technical proposal expectations</i> ▪ <i>Price proposal expectations</i>
<p>3. General Terms and Conditions <i>This section may not be necessary in a Requirements document.</i></p>	<p>CTA will work with the County Purchasing team to include specific requirements in the technical specifications sections as appropriate. We will provide a technical review of the County’s terms and conditions and point out any areas we believe could constrain potential bidders. We will also provide a set of radio-centric terms and conditions for your consideration. This section will include:</p> <ul style="list-style-type: none"> ▪ <i>Terms and Conditions</i> ▪ <i>CTA recommended Terms and Conditions</i> ▪ <i>Contractor Responsibilities</i> ▪ <i>System Responsibilities</i>
<p>4. Statement of Work</p>	<p>The approval process for capital projects frequently involves modification of the design or implementation sequence. CTA will finalize the Conceptual System Design into a Preliminary System Design suitable for forming the basis of the System Statement of Work.</p> <p>CTA will define the contractor’s scope of work for the entire implementation project. We will define the requirements for the contractor’s project team, which usually includes a project manager, lead engineer, equipment installers, and other subcontractors. We will also discuss the project management responsibilities of the contractor, such as maintaining the project schedule, holding regular project meetings, providing monthly status reports, and submitting all required documentation. This section will serve as the</p>

	<p>contractor’s scope of work for their proposed radio system. This section will include:</p> <ul style="list-style-type: none"> ▪ <i>Project Management</i> ▪ <i>Planning, Design, Implementation, and System Acceptance</i> ▪ <i>Subscriber Equipment Programming, Installation, and Issuance</i> ▪ <i>Documentation and Training</i> ▪ <i>Warranty and Maintenance</i>
<p>5. General System Requirements</p>	<p>In this section, we will define the key system reliability requirements and discuss the applicable standards and regulations the contractor must adhere to. This section serves as the introduction to the requirements document and sets the ground rules for the system upgrade.</p> <p>We will provide references for the applicable standards and codes the contractor should use when installing equipment at radio tower sites. The contractor will be required to survey existing sites to assess tower capacity via a structural analysis of each tower site used in their design. The contractor will also be required to assess existing radio sites for grounding, power, HVAC, backup power systems (generators and UPS), lightning protection, and site security to support their equipment, and will upgrade the site if necessary, to support the new radio system.</p> <p>This section will include:</p> <ul style="list-style-type: none"> ▪ <i>System requirements</i> ▪ <i>Industry Standards</i> ▪ <i>Installation Standards</i>
<p>6. Radio System Requirements</p>	<p>The Radio System Requirements section will discuss all requirements pertaining to equipment for the radio system, including the radio system core equipment, simulcast control equipment, transmission lines, antennas, radio repeaters, tower-top amplifiers, console equipment, logging recorder, and radio system management. Coverage requirements will be defined in this section. Typically, the minimum coverage requirement for public safety is portable coverage for 95% of the entire service area; however, we will work with the County to determine the most suitable coverage requirement. We are also familiar with writing requirements for in-building coverage for light, medium, and heavy buildings. We will define bandwidth requirements to ensure the system being installed can support the number of users currently on the system and allow for growth for the next 15-20 years as the number of public safety personnel statistically increases with population growth. We will write interoperability requirements so that all users operating on the Prince Edward County’s system can talk with agencies and localities as needed. We will add in requirements for the contractor to provide specification sheets for all equipment provided as part of the radio system, so the County can effectively evaluate the contractor’s equipment. This section will include <i>Radio System</i>:</p>

	<ul style="list-style-type: none"> ▪ <i>Description, features, and functions</i> ▪ <i>Equipment standards</i> ▪ <i>Performance requirements</i> ▪ <i>Operational requirements</i>
7. Connectivity Network Requirements	<p>The Connectivity and Backhaul Network Requirements will define the equipment that will be used to provide backhaul data transport for all radio system traffic. We will write requirements for a high level of redundancy in the backhaul system including a ring topology and monitored hot-standby for any spurs. We will define the requirements for minimum data rates on any microwave or fiber that may be utilized by the contractor. We will require the contractor to provide specification sheets for all equipment provided as part of the radio system so the County can effectively evaluate the contractor’s backhaul equipment. This section will include <i>Connectivity Network</i>:</p> <ul style="list-style-type: none"> ▪ <i>Description, features, and functions</i> ▪ <i>Equipment standards</i> ▪ <i>P25 compliance</i> ▪ <i>Optional equipment expectations</i>
8. Subscriber Equipment Requirements	<p>The Subscriber Equipment Requirements section will discuss all requirements pertaining to user equipment. We will detail the standards, environmental specifications, functionality, and options requested by stakeholders. This section will include <i>Subscriber Equipment</i>:</p> <ul style="list-style-type: none"> ▪ <i>Definitions, features, and functions</i> ▪ <i>Equipment environmental specs and standards</i> ▪ <i>Performance requirements</i>
9. Physical Facilities Requirements	<p>Physical Facilities Requirements sections describe the radio tower sites requirements. To provide accurate information, CTA will need current information for each radio tower site, including the existing towers, the radio and/or microwave equipment and the condition and functionality of each. If the existing documentation is not sufficient to identify facility capacity (space, HVAC, main and back-up power, etc.), physical security, power requirements, lightning protection, grounding, and estimate the condition of the facility and equipment, CTA will work with the County to determine how to obtain this needed information. This section will include:</p> <ul style="list-style-type: none"> ▪ <i>General requirements</i> ▪ <i>Reference standards</i> ▪ <i>Site, tower, and shelter expectations</i> ▪ <i>Backup power, grounding, and surge suppression expectations</i>
10. Acronyms	<p>We will delineate all acronyms used in the RFP document to ensure all parties have a collective understanding of terminology used.</p>

<p>Appendices Compliance Matrix</p>	<p>The Compliance Matrix outline will correspond to each section and sub-section of the RFP. The proposer will be required to provide a statement of Comply, Exception, or NA to each line item. There will be a comments section to allow for an explanation or clarification of their response. This Appendix will be provided in Excel format to allow for an efficient and accurate review during evaluations.</p>
<p>Responsibilities Matrix</p>	<p>The Responsibilities Matrix document will set the expectations for the County’s responsibilities during implementation. This Appendix will be provided in Excel format to allow for an efficient and accurate review during evaluations.</p>
<p>Price Proposal Workbook and Instructions</p>	<p>We will include pricing proposal sheets to be filled out by the proposers, which include all costs for their proposed components. The pricing sheets will contain all aspects of your communications system, including radio infrastructure, connectivity network, physical facilities, radio subscribers, system services, and maintenance. This Appendix will be provided in Excel format to allow for an efficient and accurate review during evaluations.</p>

Draft Document

CTA will issue your RFP document as a draft for review and comment.

Review Meeting

After CTA develops the draft requirements document, we will meet with the County’s key staff to have a review meeting. We will present the draft requirements, answer any questions key staff may have, and ask for feedback on the requirements. All changes and feedback from the review meeting will be incorporated into the remaining sections of the RFP.

Final Document

CTA will revise the draft RFP, including Prince Edward County’s terms and conditions (if necessary), and other required procurement documentation provided to us in electronic format. There will be several areas of the RFP document that will be provided in Excel format for the proposers to use in their submission. This will allow for an accurate and efficient evaluation process.

Evaluation Approach

Requirements Tracking Matrix

The Compliance Matrix from the RFP will become the Requirements Tracking Matrix (RTM). This tool will validate all contractual/performance requirements, included in the RFP, are addressed and it will be used throughout the project to track the successful implementation of all agreed upon requirements.

Proposer Questions

CTA will work with the County to provide answers to any proposer questions. CTA will track all questions submitted and prepare addenda to the RFP for the County to publish in response.

Evaluation

CTA will assist the County with the technical and price review of the proposal. CTA will implement a multi-step technical evaluation process in which we first review the proposal for technical content. Then, in consensus with the County's review team, we will request clarifications where necessary, and review responses. CTA will negotiate any necessary changes with the proposer to verify the system design meets the requirements and functionality of the specification.

After completion of the technical review and negotiations, CTA will review the price proposal for accuracy and reasonability, which may require additional clarifications. Using our knowledge from contract negotiations around the country to determine the total price in each category is competitive.

Contract Analysis Approach

Contract Development

CTA will assist Prince Edward County procurement and legal representatives in developing a contract. We will provide a review of all documentation as required in the final contract to validate it meets the criteria of the RFP and the results of competitive negotiations. We will utilize the Requirements Tracking Matrix as a tool throughout this process to validate the contract contains what the proposer promised in their proposal and during negotiations. This tool is used throughout implementation and acceptance to validate the County and its stakeholders have received what was promised.

Presentations

CTA can present or provide presentations to the County stakeholders, management, and elected officials that summarize the technical details, describe the process, highlight the advantages, and validate costs.

Execute Contract

Prince Edward County will execute a contract with the selected proposer.

Pricing

Following is a list of the projected milestones / deliverables and budget:

PHASE 2 Procurement	\$84,500
▪ <i>Draft Requirements Document</i>	\$20,000
▪ <i>Final Requirements Document</i>	\$13,500
▪ <i>Questions / Revise Document</i>	\$9,500
▪ <i>Vendor Proposal Evaluation</i>	\$14,000
▪ <i>Vendor Negotiations</i>	\$15,000
▪ <i>Recommendations Report</i>	\$5,000
▪ <i>Contract Development</i>	\$7,500

**Consulting Agreement
Change Order 1
Specification and Procurement**

Prince Edward County requests services and tasks associated with specifications and procurement in addition to the Consulting Agreement between Prince Edward County and CTA Consultants dated April 19, 2023. The Consultant hereby agrees to provide such Services at the request of the Client upon agreement of services and payment stated in this Change Order 1: Specifications and Procurement.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of April, 2023.

Douglas Stanley, County Administrator
Prince Edward County, Virginia

Cheryl S Giggetts, Principal Consultant
CTA Consultants LLC