

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 1, 2020**

AGENDA

2:00	Done	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
2:00	Adopted/Approved	Board Adoption of the 2021 Legislative Program for the Virginia General Assembly, Approval of the County's 117 th Congress Federal Legislative Strategy and Principles
2:00	Done	Matters Presented by Board Members
2:00	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Extension of Review Period for 2232 Application (Mason District)
2	Approved	Authorization to Advertise a Public Hearing to Convey Board-Owned Property at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (Braddock District)
3	Approved	Authorization to Advertise Public Hearings on a New and Modernized Zoning Ordinance to Replace the Current Zoning Ordinance
4	Approved	Supplemental Appropriation Resolution AS 21153 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency
5	Approved	Authorization to Advertise a Public Hearing to Lease County-Owned Property at 4618 West Ox Road to Republic Services of Virginia, LLC (Springfield District)
6	Approved	Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Springfield District)
7	Approved	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Annandale Terrace Residential Permit Parking District, District 37 (Mason District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 1, 2020**

**ADMINISTRATIVE
ITEMS
(continued)**

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|----|-----------------|---|
| 8 | Approved | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the George Mason University Residential Permit Parking District, District 40 (Braddock District) |
| 9 | Approved | Supplemental Appropriation Resolution AS 21161 for the Department of Family Services to Accept Grant Funding from the Virginia Community College System for the Re-Employing Virginian (REV) Educational Vouchers |
| 10 | Approved | Authorization for the Office of the County Executive, One Fairfax to Apply for and Accept Grant Funding from the Urban Institute to Participate in the Upward Mobility Cohort |
| 11 | Approved | Supplemental Appropriation Resolution AS 21167 for the Health Department to Accept Grant Funding from Virginia Department of Health for the COVID-19 Mass Vaccination Campaign |
| 12 | Approved | Supplemental Appropriation Resolution AS 21173 for the Health Department to Accept Grant Funding from Virginia Department of Health for COVID-19 Immunization Planning |
| 13 | Approved | Supplemental Appropriation Resolution AS 21174 for the Office of Elections to Accept Grant Funding from Center for Tech and Civic Life in Support of the November 2020 Presidential Election |

ACTION ITEMS

- | | | |
|---|-----------------|---|
| 1 | Approved | Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC |
| 2 | Approved | Approval of the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds |
| 3 | Approved | Approval of Revisions to Chapters 2 and 10 of the Personnel Regulations to Remove the Previous Definition of Bullying and Replace it with the Department of Justice Recommended Definition of Bullying and to Remove Columbus Day (Second Monday in October), and Add Juneteenth Day (June 19) and Election Day as Holidays |
| 4 | Approved | Approval to Use Construction Management at Risk (CMAR) Procurement Method for the Pre-construction and Construction Phase Services for the Tysons Fire Station #29 and Bus Transit Facility Project (Providence District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 1, 2020**

**ACTION ITEMS
(continued)**

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|---|--------------------------------|---|
| 5 | Approved | Approval of the Project Agreement and Authorization to Execute Additional Agreements between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2021 Funding for the I- 95 Transit and Transportation Demand Management Plan Operating Assistance (Lee, Mason and Mount Vernon Districts) |
| 6 | Approved | Approval of Project Agreement and Authorization to Execute Additional Agreements between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2021 Transit Operating Assistance Grant Funds |
| 7 | Approved | Board Endorsement of Design Plans for Hunter Mill Road Over Colvin Run Bridge Replacement Project (Hunter Mill District) |
| 8 | Approved with amendment | Approval of Comments on I-495 NEXT Draft National Environmental Policy Act Environmental Assessment and Draft Design Plans (Dranesville and Providence Districts) |
| 9 | Approved | Approval of an Addition to Action Item No. 17, Establishment of a Police Civilian Review Panel, Approved by the Fairfax County Board of Supervisors on December 6, 2016, and Related Bylaws Amendment |

**CONSIDERATION
ITEMS**

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|---|-----------------|---|
| 1 | Approved | Revisions to Bylaws of the Fairfax-Falls Church Community Policy and Management Team (CPMT) |
|---|-----------------|---|

**INFORMATION
ITEMS**

- | | | |
|---|--------------|---|
| 1 | Noted | Approval of Fairfax-Falls Church Community Services Board Fee Schedule |
| 2 | Noted | Presentation of the Fiscal Year (FY) 2020 Comprehensive Annual Financial Report (CAFR) and Popular Annual Financial Report (PAFR) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 1, 2020**

**PUBLIC
HEARINGS**

3:30	Approved	Public Hearing on SEA 96-B-010-03 (Trinity Christian School of Fairfax, a Non-Stock Virginia Corporation, D/B/A Trinity Christian School) (Braddock District)
3:30	Approved	Public Hearing on SEA 84-P-129-05 (Arden Courts - Fair Oaks of Fairfax, VA, LLC aka Arden Courts of Fair Oaks) (Springfield District)
3:30	Approved	Public Hearing on SE 2020-SU-013 (Recovery Innovations Inc., D/B/A RI International) (Sully District)
3:30	Approved	Public Hearing on PCA 74-2-112-04 and SE 2020-SP-007 (Arcland Property Company, LLC) (Springfield District)
4:00	Approved	Public Hearing on Proposed Amendments to Chapter 61 (Building Provisions) of <i>The Code of the County of Fairfax, Virginia</i> (County Code) Regarding Penalties
4:00	Approved	Public Hearing on Proposed Plan Amendment 2018-IV-MV5, North Gateway Community Business Center (CBC) and Plan Amendment 2018-IV-T1, Planned Interchange at Richmond Highway and Huntington Avenue (Mount Vernon District)
4:00	Held	Public Comment
4:00	Done	Closed Session

Board Agenda Item
December 1, 2020

2:00 p.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard December 1, 2020

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

December 1, 2020

FINAL COPY

**APPOINTMENTS TO BE HEARD DECEMBER 1, 2020
(ENCOMPASSING VACANCIES PROJECTED THROUGH **DECEMBER 31, 2020**)
(Unless otherwise noted, members are eligible for reappointment)**

ADVISORY SOCIAL SERVICES BOARD (4 years – limited to 2 full consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Storme Gray; appointed 3/19 by Storck) Term exp. 9/20 <i>Resigned</i>	Mount Vernon District Representative	Kendal M. Vahovius	Storck	Mount Vernon

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Andrew Martin Concannon; appointed 9/15-1/17 by Gross) Term exp. 1/20 <i>Resigned</i>	Mason District Representative		Gross	Mason

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Frieda A. Tatem; appointed 10/93- 10/96 by Davis; 9/99- 10/02 by Hanley; 10/05-10/08 by Connolly; 11/11- 10/17 by Bulova) Term exp. 10/20 Deceased	At-Large #1 Representative		By Any Supervisor	At-Large
Richard O. Bolger (Appointed 4/14- 11/17 by Bulova) Term exp. 10/22	At-Large #5 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 Resigned	Mason District Alternate Representative		Gross	Mason
Clarke Gray (Appointed 1/08-10/18 by Smyth) Term exp. 9/20	Providence District Alternate Representative		Palchik	Providence

CONFIRMATIONS NEEDED:

- Mr. Kurt Louis as the Park Authority Alternate Representative
- Mr. Ted Hollingsworth as the Football Council Alternate Representative

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Barbara Glakas (Appointed 1/12-6/19 by Foust) Term exp. 6/20	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Judith Fogel; appointed 6/12-5/15 by Gross) Term exp. 6/16 Resigned	Mason District Representative		Gross	Mason

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)
(No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR shall serve as a member of the board.)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE)
(2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Asim Elfaki (Appointed 5/18-12/18 by Bulova) Term exp. 12/20	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Joseph W. Blackwell, appointed 2/05-1/08 by Kauffman; 12/09-12/17 by McKay) Term exp. 12/20 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
Noelle Maynard Holmes (Appointed 5/06-12/08 by Connolly; 12/10-12/18 by L. Smyth) Term exp. 12/20	Professional #4 Representative	Noelle Maynard Holmes (Palchik)	By Any Supervisor	At-Large
Sandy Pompelli (Appointed 1/15-11/18 by Bulova) Term exp. 12/20	Professional #6 Representative		By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2 years – limited to 3 consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Karen Pica (Appointed 10/14-9/18 by McKay) Term exp. 9/20 <i>Not eligible for reappointment</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Joan Marie Dec (Appointed 10/18 by Smith) Term exp. 9/20	At-Large #2 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Grant Sitta; appointed 9/10-9/15 by Gross) Term exp. 9/19 <i>Resigned</i>	Mason District Representative		Gross	Mason

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William J. McKenna; appointed 6/16-5/18 by Foust) Term exp. 5/20 <i>Resigned</i>	Dranesville District Representative	L. Eric Marx	Foust	Dranesville

CIVIL SERVICE COMMISSION (2 years)

[NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

Current Membership: Males: 7 Females: 3 Minorities: 4

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah A. Woolen (Appointed 7/19 by McKay) Term exp. 12/20	At-Large #2 Representative	Deborah A. Woolen (Lusk)	By Any Supervisor	At-Large
VACANT (Formerly held by Lee Ellen Helfrich; appointed 2/14-1/20 by Gross) Term exp. 12/21 <i>Resigned</i>	At-Large #9 Representative		By Any Supervisor	At-Large

COMMISSION ON AGING (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kathleen Hoyt (Appointed 12/16-5/18 by Gross) Term exp. 5/20	Mason District Representative		Gross	Mason

CONSUMER PROTECTION COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Dirck A. Hargraves (Appointed 2/06 by Kauffman; 10/08-7/17 by McKay) Term exp. 7/20	Fairfax County Resident #5 Representative		By Any Supervisor	At-Large

**DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT
ADVISORY BOARD, PHASE I - (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James D. Policaro (Appointed 3/10-3/16 by Smyth) Term exp. 3/20	At-Large Representative #1		By Any Supervisor	At-Large
Peter M. Rosen (Appointed 3/04-3/16 by Smyth) Term exp. 3/20	At-Large #2 Representative		By Any Supervisor	At-Large
Jeffrey L. Kovach (Appointed 6/12-3/16 by Smyth) Term exp. 3/20	At-Large #3 Representative		By Any Supervisor	At-Large

**DULLES RAIL TRANSPORTATION IMPROVEMENT
DISTRICT ADVISORY BOARD, PHASE II (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gregory W. Trimmer (Appointed 1/12-1/16 by Bulova) Term exp. 1/20	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sharon O. Steele (Appointed 2/18 by Bulova) Term exp. 12/20	At-Large Chairman's #1 Representative		McKay	At-Large Chairman's
Denton Urban Kent (Appointed 2/09-1/18 by Bulova) Term exp. 12/20	At-Large Chairman's #2 Representative		McKay	At-Large Chairman's

continued

ECONOMIC ADVISORY COMMISSION (3 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Mohammad Siddique Sheikh (Appointed 3/09-1/18 by Bulova) Term exp. 12/20	At-Large Chairman's #3 Representative		McKay	At-Large Chairman's
Janice D. Brangman (Appointed 6/19 by Bulova) Term exp. 12/20	At-Large Chairman's #4 Land Use Representative		McKay	At-Large Chairman's
Paul A Gilbert (Appointed 3/19 by Bulova) Term exp. 12/20	At-Large #11 Representative		By Any Supervisor	At-Large
John McGranahan (Appointed 2/18 by Bulova) Term exp. 12/20	At-Large #12 Representative		By Any Supervisor	At-Large
Taylor Chess Appointed 1/12-1/18 by Cook) Term exp. 12/20	Braddock District Representative	Taylor Chess	Walkinshaw	Braddock
Justin Mark Brown (Appointed 9/15-12/17 by McKay) Term exp. 12/20	Lee District Representative		Lusk	Lee
VACANT (Formerly held by Michael T. Gwinn; appointed 9/19 by Hudgins) Term exp. 12/20 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
Alfred Thieme Appointed 1/09-12/17 by Gross) Term exp. 12/20	Mason District Representative		Gross	Mason

Continued

ECONOMIC ADVISORY COMMISSION (3 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Stephen Keat Appointed 9/12-11/14 by Hyland; 12/17 by Storck) Term exp. 12/20	Mount Vernon District Representative	Stephen Keat	Storck	Mount Vernon

ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 05/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Mr. Keith Sinclair as the Engineers/Surveyors Institute Representative
- Mr. Asad Rouhi as the Northern Virginia Soil and Water Conservation District Representative
- Mr. James Clark as the Heavy Construction Contractors Association Representative

FAIRFAX AREA DISABILITY SERVICES BOARD**(3 years- limited to 2 full consecutive terms per MOU, after initial term)**

[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deborah C. Cohen (Appointed 1/20 by Walkinshaw) Term exp. 11/20	Braddock District Representative	Deborah C. Cohen	Walkinshaw	Braddock
Michele Hymer Blitz (Appointed 6/06-3/16 by Hudgins) Term exp. 11/18 <i>Not eligible for reappointment</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
Ayman Eldarwish (Appointed 10/17 by Gross) Term exp. 11/20	Mason District Representative		Gross	Mason
Kelley Brooks Simoneaux (Appointed 3/19 by L. Smyth; 1/20 by Palchik) Term exp. 11/22	Providence District Representative		Palchik	Providence

GEOTECHNICAL REVIEW BOARD (3 years)**CONFIRMATIONS NEEDED:**

- Mr. Daniel S. Rom as the Alternate # Representative
- Mr. Paul Burkart as the Primary #2 Representative

HEALTH CARE ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Michael Christ Trahos (Appointed 7/12-5/16 by Bulova) Term exp. 6/20	At-Large Chairman's Representative		McKay	At-Large Chairman's

HEALTH SYSTEMS AGENCY BOARD**(3 years - limited to 2 full terms, may be reappointed after 1-year lapse)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jacqueline Hixson (Appointed 6/17 by Hudgins) Term exp. 6/20	Consumer #2 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)

[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 1	Springfield - 2
Hunter Mill - 3	Mount Vernon - 3	Sully - 2

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Steve Sherman (Appointed 10/09- 12/17 by McKay) Term exp. 12/20	Citizen #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Mason District Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large

Continued

HISTORY COMMISSION (3 years)
 continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gregory P. Wilson (Appointed 5/19 by Foust) Term exp. 12/20	Historian #3 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kimberley Alton; appointed 3/19 by McKay) Term exp. 9/19 <i>Resigned</i>	At-Large #7 Representative	Josh Shumaker (Lusk)	By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ito Ibiam; appointed 1/18-7/18 by Hudgins) Term exp. 7/22 <i>Resigned</i>	Hunter Mill District #1 Representative		Alcorn	Alcorn

**INDUSTRIAL DEVELOPMENT AUTHORITY
(4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Charles Watson; appointed 3/05-10/16 by L. Smyth) Term exp. 10/20	At-Large #7 Representative		By Any Supervisor	At-Large

**INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC)
(3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Steven Lam (Appointed 5/09-12/17 by Cook) Term exp. 12/12/20	Braddock District Representative		Walkinshaw	Braddock
Edward Blum (Appointed 2/97-9/01 by Connolly; 1/04-12/17 by L. Smyth) Term exp. 12/20	Providence District Representative	Edward Blum	Palchik	Providence

OVERSIGHT COMMITTEE ON DISTRACTED AND IMPAIRED DRIVING (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Annette Koklauner (Appointed 1/16 by Bulova) Term exp. 6/19	At-Large Chairman's Representative		McKay	At-Large Chairman's

Continued

OVERSIGHT COMMITTEE ON DISTRACTED AND IMPAIRED DRIVING (3 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 Resigned	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 Resigned	Dranesville District Representative		Foust	Dranesville
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 Resigned	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by L. Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		Palchik	Providence
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

PARK AUTHORITY (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Faisal Khan (Appointed 2/13-1/17 by Bulova) Term exp. 12/20	At-Large Chairman's Representative	Faisal Khan	McKay	At-Large Chairman's
Ken A. Quincy (Appointed 2/07-1/17 by L. Smyth) Term exp. 12/20	Providence District Representative	Ken A. Quincy	Palchik	Providence

PLANNING COMMISSION (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Phillip A. Niedzielski-Eichner (Appointed 12/16 by L. Smyth) Term exp. 12/20	Providence District Representative	Phillip A. Niedzielski- Eichner	Palchik	Providence

REDEVELOPMENT AND HOUSING AUTHORITY (4 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Albert J. McAloon (Appointed 7/95 by Alexander; 3/96-3/00 by Kauffman; 4/04- 4/16 by McKay) Term exp. 4/20	Lee District Representative		Lusk	Lee
VACANT (Formerly held by Robert Schwaninger; appointed 7/06-3/18 by Gross) Term exp. 4/22 <i>Resigned</i>	Mason District Representative	Staci Jones Alexander	Gross	Mason

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD

The Board of Supervisors established the advisory board on April 4, 2017
There will be 14 members on this advisory board. The appointees would serve
for 4-year terms from April 4, 2017

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Residential Owners and HOA/Civic Association #1 Representative		Foust or Alcorn	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #2 Representative		Foust or Alcorn	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		Foust or Alcorn	At-Large

ROAD VIEWERS BOARD (1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08- 11/13 by Herrity) Term exp. 12/14 <i>Resigned</i>	At-Large #1 Representative	Peyton Onks (Herrity)	By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 6/09-1/20 by McKay) Term exp. 12/20	At-Large #3 Representative		By Any Supervisor	At-Large

Continued

ROAD VIEWERS BOARD (1 year)
 continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by L. Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11-1/18 by L. Smyth) Term exp. 12/18	At-Large #5 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Joseph Patrick Underwood (Appointed 12/17 by Cook) Term exp. 12/20	Braddock District Representative	Joseph Patrick Underwood	Walkinshaw	Braddock
Malachi B. Jones (Appointed 1/18 by Foust) Term exp. 12/20	Dranesville District Representative	Gigi Thompson Jarvis	Foust	Dranesville
Kelly Pride Hebron (Appointed 11/08- 12/17 by McKay) Term exp. 12/20	Lee District Representative	Kelly Pride Hebron	Lusk	Lee
Melody McGuin Thorson (Appointed 03/18 by Storck) Term exp. 12/20	Mount Vernon District Representative	Melody McGuin Thorson	Storck	Mount Vernon

Continued

SMALL BUSINESS COMMISSION (3 years)
 continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Nalin Jain (Appointed 1/19 by L. Smyth) Term exp. 12/20	Providence District Representative		Palchik	Providence District
VACANT (Formerly held by Robert Kyle McDaniel; appointed 1/19 by Herrity) Term exp. 12/20 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Luis Ortiz Lopez (Appointed 10/16- 3/18 by Hudgins) Term exp. 3/20	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Lee Kocsis (Appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large

Continued

TENANT LANDLORD COMMISSION (3 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Angelina Panettieri; appointed 6/11-1/15 by L. Smyth) Term exp. 1/18	Tenant Member #1 Representative		By Any Supervisor	At-Large
Amy Purnell (Appointed 9/16-1/17 by Bulova) Term exp. 1/20	Tenant Member #2 Representative		By Any Supervisor	At-Large

TRESPASS TOWING ADVISORY BOARD (3 years)

[Note: Advisory board created effective 7/1/06 to advise the Board of Supervisors with regard to the appropriate provisions of Va. Code Section 46.2-1233.2 and Fairfax County Code 82.5-32.]

Membership: Members shall be Fairfax County residents. A towing representative shall be defined as a person who, prior to the time of his or her appointment, and throughout his or her term, shall be an operator of a towing business in Fairfax County.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Fred Scheler (Appointed 7/06- 10/17 by Bulova) Term exp. 9/30	Towing #1 Representative		By Any Supervisor	At-Large

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 YEARS)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barry Mark; appointed 3/15-2/17 by Bulova) Term exp. 2/19 <i>Resigned</i>	Commercial or Retail Ownership #3 Representative		McKay	At-Large

WETLANDS BOARD (5 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Anita Van Breda (Appointed 12/13- 2/16 by Bulova) Term exp. 12/20	At-Large #2 Representative		By Any Supervisor	At-Large

Board Agenda Item
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2:00 p.m.

Board Adoption of the 2021 Legislative Program for the Virginia General Assembly,
Approval of the County's 117th Congress Federal Legislative Strategy and Principles

ISSUE:

Board adoption of a legislative program for the 2021 Session of the Virginia General Assembly and Board approval of federal legislative strategy and principles for the 117th Congress. An issue paper on human services needs is included as an addendum to the state legislative program.

TIMING:

Immediate. On November 17, 2020, the Board of Supervisors held a public hearing on the 2021 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 8, 2020. The General Assembly will convene January 13, 2021, and is scheduled to adjourn on February 27, 2021.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the 117th Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:

The draft state legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative positions for the County at the 2021 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at <https://www.fairfaxcounty.gov/boardofsupervisors/> under "2021 Board Legislative Reports." In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

Draft federal strategy and principles were also developed as part of the Legislative Committee process. Discussion took place at the November 24, 2020, meeting. Staff recommendations presented to the Committee focused on areas determined to be of

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strategic importance to the County, including the federal budget, funding for transportation, federal agency relocation and consolidation, human services, and public safety. Specifics on budget items, as well as federal funding opportunities, will be reported periodically to the Board. The federal strategies and principles contain the Legislative Committee's recommended positions for the County during the 117th Congressional session.

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2021 Board Legislative Reports," by November 30, 2020.

Attachment 1 - Draft Fairfax County Legislative Program for the 2021 Virginia General Assembly

Attachment 2 – 2021 Draft Human Services Issue Paper

Attachment 3 – Draft 117th Congress Federal Legislative Strategy and Principles

STAFF:

Bryan J. Hill, County Executive

Claudia Arko, Legislative Director

Tom Biesiadny, Director, Fairfax County Department of Transportation

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2:00 p.m.

Matters Presented by Board Members

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2:00 p.m.

Items Presented by the County Executive

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ADMINISTRATIVE - 1

Extension of Review Period for 2232 Application (Mason District)

ISSUE:

Extension of review period for 2232 application to ensure compliance with review requirements of Section 15.2-2232 of the *Code of Virginia*.

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-M20-5.

TIMING:

Board action is required December 1, 2020, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

Subsection B of *Section 15.2-2232* of the *Code of Virginia* states: "Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval." The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review period for the following application should be extended:

2232-M20-5	Department of Public Works and Environmental Services Seven Corners Fire Station Tax Map Nos. 51-3 ((15)) 4 and 51-3((1)) 11 2949 Sleepy Hollow Road Falls Church, VA Mason District Accepted October 20, 2020 Extended to September 20, 2021
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FISCAL IMPACT:

None.

Board Agenda Item
December 1, 2020

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Barbara A. Byron, Director, Department of Planning and Development (DPD)

Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division, DPD

Bryan D. Botello, Planner, Facilities Planning Branch, Planning Division, DPD

Board Agenda Item
December 1, 2020

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Convey Board-Owned Property at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (Braddock District)

ISSUE:

Authorization of the Board of Supervisors to advertise a public hearing regarding the conveyance of Board-owned property located at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:

The County Executive recommends that the Board authorize a public hearing regarding the proposed conveyance of Board-owned property to the FCRHA.

TIMING:

Board action is requested on December 1, 2020, to provide sufficient time to advertise the proposed public hearing on January 26, 2021, at 4:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the Fairfax County Government Center, an approximately 86-acre property located at 12000 Government Center Parkway on a parcel identified as Tax Map No. 56-1 ((15)) 14. The property is improved with the Government Center building, a 360,000 square foot facility that serves as the administrative headquarters of the County, and The Residences at Government Center, a 270-unit workforce housing community (Residences). The Government Center complex is currently overserved by parking spaces, with eight surface parking lots containing almost 1,600 parking spaces and two underground garages with an additional thousand stalls available. Tasked by the Board with co-locating affordable housing facilities at County-owned properties, FCRHA has identified Parking Lots G and H situated along Government Center Parkway, with a total of approximately 337 parking spaces comprising about five acres, as a potential site for a new affordable housing complex (Property).

To leverage this underutilized space, the FCRHA is evaluating measures to partner with a private developer pursuant to the terms of the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), or through other development means, to construct

another multi-unit structure on the Property similar to the existing Residences. The creation of a new housing development for individuals with low to moderate incomes (the Project) will require a Comprehensive Plan amendment and amendments to the previously approved proffers and development plan that govern development of the site. These future land use and zoning actions will be evaluated by County staff and reviewed at public hearings by both the Planning Commission and the Board. The public will be afforded several opportunities during the review process to comment on the design of the Project and its possible impacts on the surrounding communities. Initial public outreach efforts are expected to begin as soon as the developer selection process is completed.

Staff recommends that the conveyance of the Property to FCRHA be subject to the condition that the parcels must be used in connection with the Project. In the event the FCHRA no longer pursues the Project, the FCHRA will transfer ownership of the properties back to the Board. Staff recommends that any public utilities located on the property that are owned and maintained by County agencies, such as sanitary sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

Because Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may dispose of any real property, staff recommends that the Board authorize staff to advertise a public hearing to convey the Property to the FCRHA.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

Attachment 2 – Parking Lot Map

STAFF:

Joseph M. Mondoro, Chief Financial Officer

Tisha Deeghan, Deputy County Executive

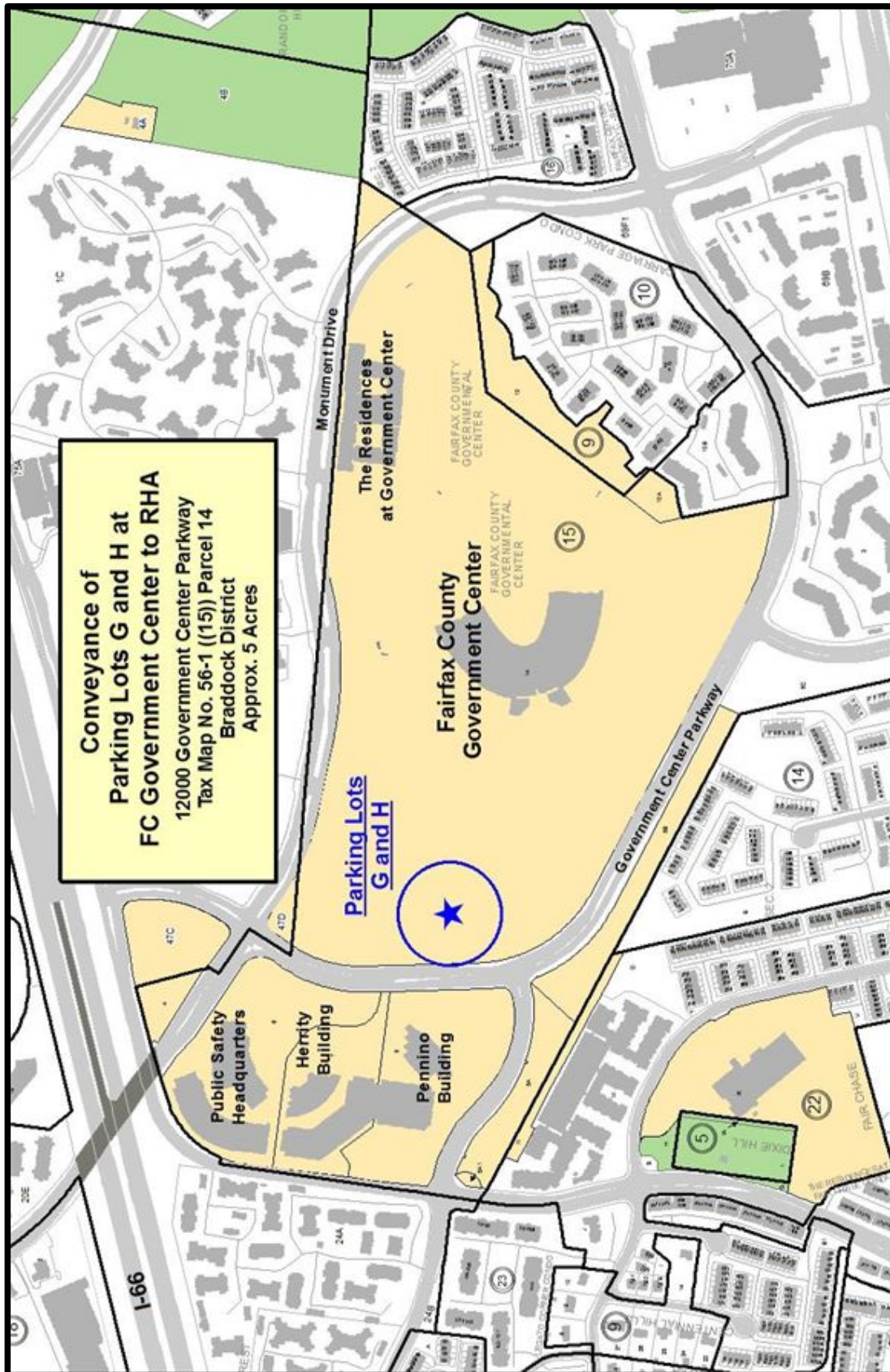
Thomas E. Fleetwood, Director, Department of Housing and Community Development

José A. Comayagua, Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Alan M. Weiss, Assistant County Attorney





ADMINISTRATIVE -3

Authorization to Advertise Public Hearings on a New and Modernized Zoning Ordinance to Replace the Current Zoning Ordinance

ISSUE:

With the assistance of consultant services, staff has prepared a new, modernized Zoning Ordinance to replace the current Zoning Ordinance in its entirety. The Zoning Ordinance regulates the use of land in the County in accordance with State Code to promote the health, safety, and general welfare of the public and to implement the Comprehensive Plan. The proposed new Ordinance is presented in a modernized format and structure with tables and illustrations, uses plain language that is easily understandable, and updates land uses and their associated regulations.

RECOMMENDATION:

The County Executive recommends the authorization of the advertisement of the proposed Zoning Ordinance by adopting the Resolution set forth in Attachment 1.

TIMING:

Board action is requested on December 1, 2020, to provide sufficient time to advertise the proposed Planning Commission public hearing on January 28, 2021, at 7:30 p.m., and the proposed Board of Supervisors public hearing on March 9, 2021, at 4:00 p.m.

BACKGROUND:

The Zoning Ordinance Modernization project (zMOD) has been included on the Zoning Ordinance Amendment Work Program since 2016. The goals of this project are to modernize the County's Zoning Ordinance, to make the regulations easier for all stakeholders to understand, and to remove inconsistencies, gaps, and ambiguities that have found their way into the Ordinance since initial adoption of the current Ordinance in 1978. In addition to creating a new, more intuitive format and organization, creating new graphics, and editing the text for readability, this Phase I of the modernization effort has focused on certain revisions to the uses, including adding new use names, consolidating uses, creating new uses where appropriate, developing updated definitions, and making revisions to some of the use regulations. Fewer non-editorial changes are proposed to the other parts of the Ordinance, although some changes are expected to be the focus of Phase II updates (such as an amendment to the parking regulations, which is a separate topic on the Work Program). After adoption, the Ordinance will be made available in a new online format that will be responsive to different types of devices from a cell phone to a tablet and desktop.

The proposed Zoning Ordinance consolidates the current 20 articles and six appendices into nine articles and one appendix. An overview of the content included in the new articles is provided below:

Article 1 – General Provisions

Article 1 lays the groundwork for the Ordinance, including the enabling legislation, the structure, and the purpose statements.

Article 2 – Zoning Districts

Article 2 includes the specific zoning districts and associated regulations, including aerial imagery and tables describing key lot and building dimension standards (e.g. height and setbacks).

Article 3 – Overlay and Commercial Revitalization Districts

Article 3 incorporates information currently located in Article 7 and separate appendices into the body of the Ordinance. Regulations related to Historic Overlay Districts, Commercial Revitalization Districts, and other overlays are included in this article.

Article 4 – Use Regulations

Article 4 includes all land uses, how they are permitted in the various zoning districts, and associated use regulations. This article contains revisions from today's regulations, including new and consolidated uses, changes in some permissions, and revisions to use-specific standards that, depending on the use, may change the way that the use is established in the various zoning districts.

The proposed Ordinance arranges uses into two use tables, which are organized according to a three-tiered hierarchy and groups similar uses together as follows:

- Use Classifications: Each use is grouped under one of seven broad classifications: Agricultural; Residential; Public, Institutional, and Community; Commercial; Industrial; Accessory; and Temporary.
- Use Categories: Categories are subgroups within each classification that have common functional or physical characteristics. For example, the Recreation and Entertainment category falls under the Commercial Uses classification, and the Household Living category falls under the Residential Uses classification.
- Uses: Uses are the specific land uses that can be established within a category, such as a Banquet or Reception Hall within the Recreation and Entertainment category or a Stacked Townhouse within the Household Living category.

There is a use table for the conventional districts and one for the planned districts. In both tables, the uses are listed along the left-hand column and ultimately will be hyperlinked to their definitions. Along the right-hand column, the use-specific standards are listed and will also be hyperlinked. Each district is listed across the top, and the

planned district table further distinguishes principal and secondary uses, as well as the areas for the PRC District.

Article 5 – Development Standards

The new Article 5 includes sections on the following topics:

- Lot, Bulk, and Open Space Regulations (including setbacks and permitted extensions)
- Affordable Dwelling Unit Program
- Earthborn Vibration Standards
- Water and Sewer Facility Requirements
- Grading, Erosion, Sediment Control, and Drainage
- Floodplain Regulations
- Common Open Space and Improvements
- Private Streets
- Landscaping and Screening
- Outdoor Lighting

Most of the current Zoning Ordinance provisions have been carried forward without substantive change, including the Affordable Dwelling Unit program.

Article 6 – Parking and Loading

This article includes the parking and loading standards from the current Article 11. As part of this Phase I, parking rates have been updated where needed to correspond to the new uses. A separate review of parking rates will take place as a Phase II amendment.

Article 7 – Signs

This article carries forward the current sign regulations that were amended in March 2019 without any substantive changes.

Article 8 – Administration, Procedures, and Enforcement

Article 8 includes the following sections:

- Review Procedures
- Submission Requirements
- Fee Schedule
- Review and Decision-Making Bodies
- Nonconformities
- Condominiums, and Condominium and Cooperative Conversions
- Enforcement, Violations, and Penalties

The standards have been reorganized from the current Ordinance to bring together related provisions and reduce repetition where possible.

Article 9 – Definitions and Ordinance Interpretation

Article 9 includes interpretations of words and terms used in the Ordinance, a list of abbreviations, and the definitions. All land uses are defined, as opposed to the current Ordinance, where only some of the uses are defined. The use definitions have been simplified where appropriate and the detailed regulations are contained in the use-specific standards. This approach, along with the classification and category structure, will assist with use determinations as the market develops new uses.

Appendix 1 – Provisions Relating to Previous Approvals

Unlike the appendices to the current Ordinance, Appendix 1 will not be part of the Ordinance but is provided for reference to include the general and specific provisions relating to the status previous approvals.

A more detailed discussion is contained in the Executive Summary included at the beginning of Attachment 2, which also contains a link to the proposed new Ordinance. A link to an annotated version with footnotes that show the changes from the current Ordinance is provided as Attachment 3.

OUTREACH:

Extensive public outreach has been a hallmark of the zMOD project, which has employed a variety of ways to inform and engage the public.

- **Meetings** – Both in-person and remote meetings have been conducted by the consultant, Clarion Associates, and by County staff throughout the process and will continue until the Board's public hearing and decision on the revised Ordinance. There have been meetings for the general public, as well as presentations to specific community groups, including land use committees in all nine magisterial districts. Certain meetings have been streamed live on Facebook to provide an avenue for participation for those who could not attend in person, and those videos are archived on the zMOD website. Presentations have been given to elected and appointed officials, including the Board of Supervisors' Land Use Policy Committee, the Planning Commission's Land Use Process Review Committee, the Board of Zoning Appeals, the Architectural Review Board, and the History Commission. Videos of the Board of Supervisor's Land Use Policy Committee are available at: <https://www.fairfaxcounty.gov/boardofsupervisors/2020-board-meetings>
- **Website** – zMOD has a dedicated [website](#) that includes contact information and posted drafts, presentations, and videos, and lists of previous and upcoming meetings.
- **Email** – zMOD has a dedicated email address. Many comments have been submitted to this email address, and staff responds to questions raised. zMOD also has an email Listserv for announcements.
- **Social Media and Channel 16** – Notices of the release of drafts, upcoming meetings, and surveys have been posted to Facebook and Nextdoor. The zMOD

project has also been featured on Channel 16 through a public service announcement on the Consolidated Draft, as well as twice on the Planning Commission Roundtable show.

- **Videos** – Clarion Associates created videos that provide an overview of the individual releases of the use regulations. Videos for the Consolidated Draft are available in English and Spanish. Channel 16 created videos to summarize and accompany the surveys for accessory living units and home-based businesses.
- **Newsletters** – Information about drafts and meetings has been included in the Supervisor's individual newsletters.
- **Surveys** – An initial survey about ways to improve the current Ordinance was conducted in early 2018 and the results were posted on February 26, 2018. This spring, surveys were conducted on accessory living units and home-based businesses; information about these survey results was included in a memorandum to the Board and posted on the zMOD website.
- **Work Groups** – Three informal work groups (one each for citizens, industry, and land use attorneys) have been created to provide a sounding board for continued discussions. These members also serve as liaisons with their other community groups and contacts to help disseminate project information.

REGULATORY IMPACT:

As noted above, the proposed new Ordinance will replace the current Zoning Ordinance in its entirety. Most of the provisions of the current Ordinance are carried forward in the revised format. Instances where there are substantive changes are highlighted in the Executive Summary included in Attachment 2.

FISCAL IMPACT:

The fiscal impacts of this effort are difficult to quantify. The modernized Ordinance will be easier for staff, residents, businesses and industry, and other stakeholders to understand and implement. The more easily understandable regulations may save staff time in interpreting the Ordinance, as well as responding to stakeholder inquiries, allowing additional time to be spent on daily zoning work. No fee increases are proposed, although several fees are proposed to be reduced to align with other similar fees. The application fee to amend a previously approved rezoning to delete land area is proposed to be reduced from $\frac{1}{2}$ to $\frac{1}{4}$ of the applicable fee. In addition, the following three special exception application fees are proposed to be reduced from \$16,375 to \$8,180: an addition to or replacement of an existing single family detached dwelling in a floodplain; congregate living facility; and quasi-public park, playground, or athletic field. A special exception application for a Waiver of Certain Sign Regulations is proposed to be reduced from \$16,375 to \$8,260 to match the current fee for a Comprehensive Sign Plan application. In the past three years, there have been 14 of these types of special exception applications.

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The new home-based business use consolidates the current administrative home occupation permit and the special permits for a home professional office and a barbershop or beauty parlor in the home. The proposed use could be approved administratively if it meets the applicable standards or by special permit to exceed certain standards. The administrative permit is proposed to be \$100, which is an increase from the current \$50 home occupation permit. The \$16,375 special permit fee for a home professional office and a barbershop or beauty parlor in the home is proposed to be reduced to \$435 to be in line with other special permits that generally apply to individual homeowners. The proposed \$200 administrative permit for an interior accessory living unit is a reduction from the current special permit fee of \$435. The proposed revisions to the standards for accessory living units may result in an increase in the number of administrative permits and inspections. Staff anticipates that initially any increase in staff time can be accommodated within current resources.

In addition, the cost to put the Ordinance in an online, searchable, interactive platform is anticipated to be a one-time fee of approximately \$67,000 and an annual fee of \$7,000.

The potential revenue impacts will be minor, assuming the Board adopts the fee levels recommended by staff. Once implemented, staff will continue to monitor revenues in collaboration with the Department of Management and Budget, and will adjust budgeted revenues, if necessary.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – The Executive Summary and Proposed Zoning Ordinance is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/zmod/proposed-ordinance.pdf>.

Attachment 3 – The Executive Summary and Annotated Proposed Zoning Ordinance is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/zmod/proposed-ordinance-annotated.pdf>.

STAFF:

Rachel Flynn, Deputy County Executive

Barbara Byron, Director, Department of Planning and Development (DPD)

Leslie B. Johnson, Zoning Administrator, DPD

Carmen Bishop, Principal Planner, DPD

Casey Judge, Senior Planner, DPD

ASSIGNED COUNSEL:

David Stoner, Deputy County Attorney

Laura S. Gori, Senior Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on December 1, 2020, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, the purpose of the Zoning Ordinance is to promote the health, safety, and general welfare of the public and to implement the Comprehensive Plan for the orderly and controlled development of the County; and

WHEREAS, the current Zoning Ordinance was initially adopted over 42 years ago, and certain land uses and associated regulations need to be modernized with substantive revisions to use names, definitions, permissions, and standards in order to keep pace with current and emerging trends and to further the purpose of the Ordinance; and

WHEREAS, for over two years, staff has been developing, with assistance of consultant services, and conducting outreach on a new modernized Ordinance; and

WHEREAS, a new format and organization, new tables and graphics, and updated text for readability are needed to make the regulations easier for all stakeholders to understand, implement, and enforce; and

WHEREAS, certain revisions are needed to remove inconsistencies, gaps, and ambiguities; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed replacement of Chapter 112 (Zoning Ordinance) of the County Code with a more modernized Ordinance.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Executive Summary and proposed Ordinance, the Board of Supervisors authorizes the advertisement of the proposed new Zoning Ordinance as recommended by staff.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

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ADMINISTRATIVE - 4

Supplemental Appropriation Resolution AS 21153 for Various Fairfax County Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 21153 in the amount of \$7,872,529 for Fairfax County to accept Department of Homeland Security (DHS) FY 2020 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for the FY 2020 subgrant awards is September 1, 2020 through December 31, 2021, May 31, 2022 or September 30, 2022, depending on the award. No Local Cash Match is required.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 21153 in the amount of \$7,872,529. These funds will be used by various County agencies to enhance security and overall preparedness by implementing the projects summarized in Attachment 1. All projects will be implemented in accordance with the program guidance documents. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on December 1, 2020.

BACKGROUND:

The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high

risk urban areas, as defined in legislation, in order to address the unique planning, equipment, training, and exercise needs of those areas. These funds can also be used to build or sustain an enhanced capacity to prevent, respond to, and recover from acts of terrorism. These funds, however, may not be used to supplant ongoing, routine public safety activities, the hiring of staff for operational activities, or the construction and/or renovation of facilities. Fairfax County is one of 12 jurisdictions that currently comprise the National Capital Region (NCR) as defined in the HSGP guidelines.

The UASI funding allocations are determined by a formula based on credible threat, presence of critical infrastructure, vulnerability, population, and other relevant criteria. Grant awards are made to the identified urban area authorities through State Administrative Agencies. The NCR process for allocation of the UASI funds included the development of concept papers that were vetted and endorsed by the Metropolitan Washington Council of Governments (MWCOC) Regional Emergency Support Function (RESF) committees, review of proposals by the Chief Administrative Officers (CAO) committee, preparation and submission of project proposals and application documents by the RESFs, prioritization of proposals by the CAOs, and ultimately the development of funding recommendations by the CAOs. The Senior Policy Group (SPG) then reviewed and recommended proposals and forwarded selected proposals to the SAA for awards.

Funded projects are typically regional in nature with benefits to multiple jurisdictions. In order to effectively implement these projects, a single jurisdiction is being identified to act as a recipient of a subgrant award to handle all the financial management, audit, procurement, and payment provisions of the subgrant award and grant program. Several Fairfax County agencies including the Office of Emergency Management, Police Department, Fire and Rescue Department, and the Department of Information Technology are expected to act as subgrantees for these funds. A listing of all the subgrant awards being requested for acceptance is attached along with a synopsis for each project. Individual awards are also attached to support requested acceptance.

FISCAL IMPACT:

Grant funding in the amount of \$7,872,529 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Office of Emergency Management, Police Department, Fire and Rescue Department, and the Department of Information Technology. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for Homeland Security grant awards received in FY 2021. Indirect costs are recoverable for some of these awards. No Local Cash Match is required.

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December 1, 2020

CREATION OF NEW POSITIONS:

Grant funding will continue to support 3/3.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Summary

Attachment 2 – Grant Award Documents

Attachment 3 – Supplemental Appropriation Resolution AS 21153

STAFF:

David M. Rohrer, Deputy County Executive

Seamus Mooney, Coordinator, Office of Emergency Management

John S. Butler, Chief, Fire and Rescue Department

Edwin C. Roessler Jr., Chief, Police Department

Gregory Scott, Director, Department of Information Technology

Department of Homeland Security - FY 2020 Homeland Security Grant Program Applications and Awards
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds
Projects to Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
FY 2020 UASI AWARDS AND APPLICATIONS										
1 Radio Cache (Continuation)	FY2020	222,845.00	Received	Continuation	Fire and Rescue Department	Greg Hunter	0/0.0 FTE	9/1/2020	5/31/2022	Providing ongoing logistical support to the National Capital Region radio cache housed in Fairfax County and to support training and exercise initiatives, or cache deployment for emergency responses and personnel.
2 Incident Management Team (Continuation)	FY2020	330,000.00	Received	Continuation	Fire and Rescue Department	Ian Gregoire	0/0.0 FTE	9/1/2020	5/31/2022	Continued funding to ensure the NCR- Incident Management Team (NCR-IMT) receives adequate training and exercises to develop and maintain capability, capacity, and proficiency in all functional areas. The NCR-IMT is composed of 115 members from fire, emergency medical services (EMS), law enforcement, emergency management and public health agencies from the participating Council of Governments (COG) jurisdictions.
3 Regional Preparedness Program (Continuation)	FY2020	475,317.00	Received	Continuation	Office of Emergency Management	Andrew Sullivan	3/3.0 FTE	9/1/2020	12/31/2021	The National Capital Region (NCR) seeks to enhance regional preparedness and facilitate increased coordination capabilities among jurisdictions in the State of Maryland, the Commonwealth of Virginia and the District of Columbia. These enhancements can only occur by establishing a systematic program to integrate regional preparedness efforts, through targeted engagement of NCR Regional Emergency Support Function (RESF) Committees, devising a concept of operations for regional preparedness resourcing and facilitating regional communication, coordination, collaboration and consensus among various regional jurisdictions and multi-disciplinary stakeholders.
4 Mass Notification and Communications (Continuation)	FY2020	1,775,000.00	Received	Continuation	Office of Emergency Management	Sulayman Brown	0/0.0 FTE	9/1/2020	5/31/2022	Payment of the yearly maintenance costs for the National Capital Region's emergency alerting system, which includes EAN and Fairfax Alerts.
5 NCR Web EOC (Continuation)	FY2020	900,000.00	Received	Continuation	Office of Emergency Management	Paul Lupe	0/0.0 FTE	9/1/2020	5/31/2022	Continued funding to further enhance the WebEOC system within the NCR area and increase the interoperability with local and Federal Partners; as well as to expand the common operating picture within the National Capital Region.
6 Intelligence Analysis (PD)-VA (Continuation)	FY2020	1,375,367.00	Received	Continuation	Police Department	Lt. Jim Hardy	0/0.0 FTE	9/1/2020	5/31/2022	Continued funding for contracted intelligence analysts who support the National Capital Region. These analysts complete detailed reports in a timely manner any time something occurs in the world that may have an impact on the region. This information is provided to our first responders to increase their ability to detect, deter, and disrupt such planning activity to prevent attack.

Department of Homeland Security - FY 2020 Homeland Security Grant Program Applications and Awards
National Capital Region (NCR) Urban Areas Security Initiative (UASI) Funds
Projects to Implemented by Fairfax County

Attachment 1

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
7 Interoperable Communications Infrastructure (ICI) (Sustainment)	FY2020	1,562,000.00	Received	Continuation	Department of Information Technology	Matt Dowd	0/0.0 FTE	9/1/2020	9/30/2022	Continued sustainment of the investments in the NCRNet, identity authentication services for regional applications, the regional colocation hosting facility, and the regional videoteleconferencing service. Services for technical, financial, and management functions supporting the NCR Interoperable Communications Infrastructure (ICI) for governance, operations, and other regional activities.
8 CAD to CAD Maintenance (Continuation)	FY2020	932,000.00	Received	Continuation	Department of Information Technology	Greg Scott	0/0.0 FTE	9/1/2020	9/30/2022	Provides sustainment funding for seamless, real-time data interoperability between disparate CAD Systems in daily use by first responders in NOVA and paves the way for expansion into Maryland. It will fund: (1) infrastructure hosting services, core software refresh and 24x7 maintenance/operations spt.; (2) maintenance of CAD System vendor enhancements; (3) vendor enhancements/testing/integration spt.; (4) data mapping to universal CAD2CAD data types; (5) dev/testing; and (6) technical and project management resources to support day-to-day operations.
9 Cybersecurity Regional Coordination	FY2020	300,000.00	Received	Continuation	Department of Information Technology	Mike Dent	0/0.0 FTE	9/1/2020	9/30/2022	Allows first responders and other emergency support functions (ESF) in the NCR to use a single, familiar username/email address and strong password combination to access regional and shared applications. This concept of "single credential" that is used for any authorized application is a faster, easier, trusted and secure common utility, that does not require additional regional credentialing administration overhead.
Total:		7,872,529.00					3/3.0 FTE			

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Fire and Rescue Department

SUBAWARD TITLE
Radio Cache (NCRICG)

SUBAWARD ID
20UASI529-01

SUBAWARD AMOUNT
\$222,845.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–05/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDDING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2020 DHS Homeland Security Grant Program Agreement Articles
- FY 2020 DHS Standard Terms and Conditions
- FY 2020 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2020 FEMA Preparedness Grants Manual
- FY 2020 Homeland Security Grant Program Notice of Funding Opportunity
- Subrecipient Handbook

AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Fire and Rescue Department

SUBAWARD TITLE
Incident Management Team

SUBAWARD ID
20UASI529-02

SUBAWARD AMOUNT
\$330,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020-05/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program


STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government


Signature _____ Date 10/22/2020

Signature _____ Date _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
Regional Preparedness System

SUBAWARD ID
20UASI531-01

SUBAWARD AMOUNT
\$475,317.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–12/31/2021

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
Text Alert Notification

SUBAWARD ID
20UASI531-03

SUBAWARD AMOUNT
\$1,775,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–05/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Office of Emergency
Management

SUBAWARD TITLE
WebEOC

SUBAWARD ID
20UASI531-04

SUBAWARD AMOUNT
\$900,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–05/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government


Signature

10/22/2020
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Police Department

SUBAWARD TITLE
Intelligence Analysis

SUBAWARD ID
20UASI533-01

SUBAWARD AMOUNT
\$1,375,367.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–05/31/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government


Signature

10/22/2020
Date

Signature

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
CAD2CAD

SUBAWARD ID
20UASI583-01

SUBAWARD AMOUNT
\$932,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–09/30/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
Interoperable Communications Infrastructure
(NCRnet)

SUBAWARD ID
20UASI583-02

SUBAWARD AMOUNT
\$1,562,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–09/30/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency

Muriel Bowser
Mayor



Dr. Christopher Rodriguez
Director

Subaward

PROGRAM
FY 2020 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
Cybersecurity Regional Coordination

SUBAWARD ID
20UASI583-05

SUBAWARD AMOUNT
\$300,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2020–09/30/2022

SUBRECIPIENT DUNS
074837626 Fairfax County Virginia

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2020-SS-00057

FEDERAL AWARD DATE
08/23/2020

FEDERAL AWARDOING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program


STATE ADMINISTRATIVE AGENT /
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District of Columbia Homeland Security and
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AWARDING OFFICIAL
Dr. Christopher Rodriguez
Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government



Signature Date 10/22/2020

Signature Date

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 21153

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2021, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	\$2,794,000
Grants:	1HS0036, CAD to CAD Maintenance	
	1HS0037, Interoperable Communications Infrastructure Sustainment	
	1HS0084, Cybersecurity Regional Coordination	
Agency:	G9090, Police Department	\$1,375,367
Grant:	1HS0039, Intelligence Analysis	
Agency:	G9292, Fire and Rescue Department	\$552,845
Grants:	1HS0040, Incident Management Team	
	1HS0047, Radio Cache Maintenance	
Agency:	G9393, Office of Emergency Management	\$3,150,317
Grants:	1HS0035, Regional Preparedness System	
	1HS0050, Mass Notification System Maintenance	
	1HS0052, WebEOC Maintenance	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$7,872,529
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$7,872,529

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 1, 2020

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Lease County-Owned Property at 4618 West Ox Road to Republic Services of Virginia, LLC (Springfield District)

ISSUE:

Board of Supervisors' authorization to advertise a Public Hearing for the Lease of County-owned property at 4618 West Ox Road to Republic Services of Virginia, LLC.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize advertisement of a public hearing at 4:00 p.m. on Tuesday, January 26, 2021, to consider the lease of County-owned property at 4618 West Ox Road to Republic Services of Virginia, LLC.

TIMING:

Board of Supervisors' authorization to advertise on December 1, 2020, is required for a Public Hearing to be held on January 26, 2021, at 4:00 p.m.

BACKGROUND:

The Board of Supervisors is the owner of the I-66 Solid Waste Transfer Station, an approximately 119-acre parcel of land with an address of 4618 West Ox Road on a parcel identified as Tax Map No. 56-1 ((1)) 2 (I-66 Transfer Station). County and private hauler collection vehicles enter the I-66 Transfer Station site to deposit commercially and residentially generated waste, where it is consolidated into tractor trailers for transfer to the Covanta Fairfax complex in Lorton and other disposal facilities. The I-66 Transfer Station property also includes a closed municipal landfill and a recycling and disposal center for County residents and businesses.

Republic Services of Virginia, LLC, also known as AAA Waste Services (Republic), is a privately owned and licensed waste collection company in Fairfax County. Their administrative offices and maintenance facilities are located on West Ox Road directly across from the I-66 Transfer Station. For the past 20 years, Republic drivers have parked their collection vehicles at the I-66 Transfer Station pursuant to a license agreement with the County.

Prior to securing the right to park at the I-66 Transfer Station, Republic's trucks were

Board Agenda Item
December 1, 2020

forced to idle their trucks on West Ox Road as they waited to enter the Republic maintenance facility, causing traffic congestion on West Ox and requiring vehicles to run for long periods of time before being checked in and serviced. Relocating the parking of a large number of these trucks to the I-66 Transfer Station therefore provided benefits to the County in the form of fewer traffic accidents and reduced ozone emissions. In addition to these safety and environmental benefits, this parking arrangement enhanced operational efficiencies by ensuring that Republic trucks could unload their waste at the I-66 Transfer Station in time to meet the schedule for outbound deliveries.

In recent years, Republic has added an above-ground fuel tank and mobile office trailers to the 5.8 acre parking area they occupy at the I-66 Transfer Station (Property) in order to further reduce traffic to and from their main offices on West Ox Road and third party fueling stations. On-site fuel facilities help to reduce energy consumption incurred in trips to off-site fueling stations, while the non-permanent modular office trailers allow Republic to monitor employees accessing the Property without having a significant impact on ongoing operations at the I-66 Transfer Station. Each of these uses for the premises was approved by the Planning Commission through the process set forth in Va. Code § 15.2-2232.

Considering the 2232 approvals and the more permanent nature of the office trailer use, the parties decided that a lease is the appropriate document to memorialize Republic's occupancy of the Property (see attached Ground Lease Agreement). Since Republic is actively searching for a site in Prince William County for the relocation of the administrative and maintenance functions of its facility at 4619 West Ox Road, Republic will not need a long-term lease for the property. Consequently, the term of the Lease will be three (3) years with two 1-year extensions.

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may lease its real property.

FISCAL IMPACT:

The lease will generate rent in the amount of \$267,384 during the first year of the term, which will increase by three and one-half per cent (3.5%) annually thereafter. All rental revenue will be deposited in the 400-C40150 Fund.

ENCLOSED DOCUMENTS:

Attachment 1 - Ground Lease Agreement

Board Agenda Item
December 1, 2020

STAFF:

Rachel Flynn, Deputy County Executive

Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)

John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program (SWMP)

Hans Christensen, Director, DPWES, SWMP, Solid Waste Operations Division

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

Daniel Robinson, Assistant County Attorney

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Lease") is dated as of the ____ day of _____, 2020 (the "Effective Date"), by and between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body politic of the Commonwealth of Virginia, with principal offices at 12055 Government Center Parkway, Fairfax Virginia 22035 ("Landlord") and **REPUBLIC SERVICES OF VIRGINIA, LLC**, a Virginia limited liability company, with principal offices at 4619 West Ox Road, Fairfax, Virginia ("Tenant").

ARTICLE 1 GRANT AND TERM

1.1 Grant. Landlord is the owner of a certain parcel of land being and situated in the County of Fairfax, Virginia consisting of approximately 4,973,476.12 square feet, known as the I-66 Transfer Station, which is located at 4618 West Ox Road, Fairfax, Virginia 22030 and designated as Tax Parcel 0561-01-0002, (hereinafter referred to collectively as the "Complex"), a portion of which Tenant desires to use for the Permitted Use (defined below) that is approximately 252,219.97 square feet and which is diagramed on Exhibit A as attached (the "Leased Premises").

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, in consideration of the payment of rentals and performance of the covenants and agreements herein mentioned, the Leased Premises for the Permitted Use defined below, to have and to hold the same for the full Initial Term and all Lease Extensions exercised by the parties to this Lease, unless otherwise terminated in accordance with this Lease. Tenant agrees to confine its use of the Leased Premises to the areas specifically described in Exhibit A of this Lease and to any Common Areas (defined below) of the Complex necessary for entering or leaving the Leased Premises. Tenant agrees not to occupy or obstruct any portion of the Complex not specifically permitted by Landlord under this Lease. Tenant acknowledges that it currently occupies the Leased Premises pursuant to that certain License Agreement executed on May 2, 2016, as amended by that certain Extension of License Agreement I-66 Transfer Station Effective April 1, 2019, and as amended by that certain Second Extension of License Agreement I-66 Transfer Station Effective April 1, 2020 (the "License"), and accepts the Leased Premises "as is." This Lease does not grant any right to light or air over or about the Leased Premises.

Landlord and Tenant agree that the License shall be terminated and of no further force or effect as of the Commencement Date.

1.2 Term. Subject to the terms and conditions set forth herein, the term of this Lease shall be for a period of Three (3) years (the "Initial Term") commencing on February 1, 2021 (the "Commencement Date"). Subject to the automatic renewals per Section 1.3, this Lease shall terminate on January 31, 2024. The Initial Term, together with any Lease Extension set forth below, shall be collectively referred to herein as the "Term".

1.3 Automatic Renewals. Landlord and Tenant agree that this Lease shall be automatically renewed for two (2) additional terms of one (1) year (each, a "Lease Extension") unless written notice to the contrary is given by either party 120 days prior to the end of the then current term, and in this event the Lease shall terminate at the end of the effective term. If the Lease is

automatically renewed then all covenants, conditions and terms will remain the same, except that the consideration shall be subject to increase in the amount payable for use of the Leased Premises as set forth in Article 3 below.

ARTICLE 2 USE AND POSSESSION

2.1 Use of Premises. Tenant shall use the Leased Premises for parking of vehicles, empty solid waste containers and other equipment used in Tenant's solid waste management operations ("Refuse Vehicles"), the placement of an above-ground fuel tank that shall not exceed 20,000 gallons ("Fuel Tank") for the purpose of fueling the Refuse Vehicles and the placement of a mobile office trailer ("Office") for use by Tenant's employees as a driver's room to prepare for the operation of tenant's Refuse Vehicles, and such other uses as are incidental to the operation of Tenant's solid waste management business, and for any other lawful purpose with the prior written consent of Landlord (collectively "Permitted Use"). The Office may contain bathroom facilities serviced by a sanitary waste holding tank(s), provided it satisfies the following provision contained in this Section 2.1. Tenant, at its sole cost, shall occupy, operate and maintain the Leased Premises in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal and other governmental agencies and bodies having jurisdiction over the Leased Premises. Tenant shall ensure that all required permits and approvals necessary for the Permitted Use have been obtained by the applicable governmental agencies. Tenant will comply with the rules and conditions contained in Exhibit B.

2.2 Use of Common Areas. Tenant's rights hereunder shall include the non-exclusive right to use, in common with others entitled thereto, any common areas, including ingress and egress easements, driveways, roads and rights of ways (the "Common Areas"). Tenant shall have no obligation to maintain or repair the Common Areas unless such maintenance or repair is necessitated by damage caused by Tenant or Tenant's agents, employees, invitees or contractors, including damage caused by the repetitive use of Tenant's Refuse Vehicles.

2.3 Possession. Landlord covenants to deliver to Tenant sole and exclusive possession of the Leased Premises, free, clear and discharged of possession or the right of possession by any party, on the Commencement Date, subject to the Landlord's rights of entry and access as expressly set forth in this Lease.

ARTICLE 3 RENT

3.1 Rent. For the Initial Term, Tenant shall pay as basic annual rental for said Leased Premises as referenced below:

<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
1	\$22,282.00	\$267,384.00
2	\$23,062.00	\$276,744.00
3	\$23,869.00	\$286,428.00

3.2 Lease Extensions (if exercised): If the Lease is automatically renewed in accordance with section 1.3, then the annual rent will be an amount equal to 103.5% of the annual rent in effect during the previous lease year, to be paid in accordance with Section 3.3 below.

3.3 Payment of Rent. Tenant shall pay rent to Landlord at Landlord's address set forth in Section 22.19 or at such other place as Landlord may hereafter designate in writing, the Base Rent for the Leased Premises. All rental payments coming due under this Lease shall be payable in monthly installments, in advance, without notice or demand, on the first day of each and every calendar month for the full Initial Term and all Lease Extensions exercised by the parties. In the event the Initial Term or any Lease Extension begins on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the rental due hereunder for each such calendar month shall be prorated based on a 365-day year.

3.4 Late Fee. If Tenant shall fail to pay, within ten (10) days from the date same is due and payable, any rent or other amounts due and payable under this Lease, then such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of twelve percent (12%) per annum, or at the maximum legal rate, whichever is less.

ARTICLE 4 TAXES

4.1 Real Estate Taxes. "Real Estate Taxes" shall mean real estate taxes levied, assessed, or imposed against the Leased Premises or the leasehold interest created pursuant to this Lease. Tenant shall pay all Real Estate Taxes imposed during the Term of this Lease.

ARTICLE 5 IMPROVEMENTS

5.1 Installation of Tenant Improvements. Tenant is responsible for all costs and expenses associated with the construction and/or installation of Tenant's Office and Fuel Tank (collectively "Tenant's Improvements"). Landlord and Tenant each acknowledge that Tenant's Improvements are installed on the Leased Premises as of the date of the execution of this Lease. Tenant may not replace or modify the existing Tenant's Improvements without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion. Tenant is required to ensure that the construction, installation, placement and use of Tenant's Improvements complies with all applicable laws, including all local zoning ordinances, and that Tenant has obtained all applicable permits from the applicable governmental bodies.

5.2 Title to Tenant Improvements. Title to and ownership of all Tenant's Improvements erected or placed on the Leased Premises by Tenant during the Initial Term or any Lease Extension shall at all such times remain in and with Tenant. Landlord acknowledges and agrees that it does not hereby acquire any right, equity, title or interest in or to the Tenant's Improvements during continuance of this Lease. Upon termination or expiration of this Lease, Tenant shall remove all Tenant's Improvements and ancillary items from the Leased Premises.

5.4 Liens. Tenant shall not do or suffer anything to be done whereby Landlord's fee interest in the Leased Premises may be encumbered by any mechanic's lien. Tenant shall, whenever and as often as any mechanic's lien is filed that purports to attach to Landlord's fee interest, and further

purports to be for labor performed or material furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing, or contest the same in good faith and indemnify Landlord against any loss, cost or damage resulting therefrom. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to Tenant, and that no mechanic's or other lien for such labor or materials shall attach to or affect the fee interest of Landlord in the Leased Premises.

5.6 Tenant's Equipment. Tenant's equipment, furniture and other personal property of whatever kind and nature kept or installed on the Leased Premises by Tenant in accordance with the Permitted Use shall not become the property of Landlord nor a part of the realty, no matter how affixed to the Leased Premises, and the same may be removed by Tenant at any time and from time to time during the Initial Term and all Lease Extensions. Tenant shall obtain Landlord's written consent before keeping or installing any equipment, furniture, sign or other type of display, or other personal property of any kind on the Leased Premises. All equipment, furniture, sign or other type of display and other personal property of whatever kind shall be installed and constructed so as to comply with all federal, state and local laws. Landlord hereby waives any statutory or common law rights it may have granting Landlord a lien or the right to foreclose on any property of Tenant, including without limitation, any of Tenant's personal property and/or the tenant improvements installed in the Leased Premises by Tenant.

ARTICLE 6 MAINTENANCE OF THE LEASED PREMISES

6.1 Waste or Nuisance. Tenant shall not commit nor suffer to be committed any waste upon the Leased Premises, use the Leased Premises in any manner which would constitute a nuisance or reasonably be determined by Landlord to be extra hazardous; provided, however, Landlord acknowledges and agrees that the current use and conduct of Tenant's business on the Leased Premises as of the Commencement Date does not constitute a breach of this Section.

6.2 (A) Maintenance by Tenant. Tenant must maintain and repair the gravel access drive, including the repair of potholes, used to access the Leased Premises. Tenant must maintain the entire Leased Premises, which maintenance includes cutting all grass and weeds in the Leased Premises. The Tenant is responsible for all repairs or maintenance at the Leased Premises or the Complex necessitated by the negligence of the Tenant, its agents, employees, guests or clients and all damage to the Leased Premises or any other part of the Complex caused by the Tenant, its agents, employees, guests, or clients shall be repaired at the expense of the Tenant. Tenant must maintain Tenant's Improvements and all of Tenant's equipment in a safe and operable manner. Tenant may not store any trash or refuse on the Leased Premises and all Refuse Vehicles, roll off dumpsters and other containers located on the Leased Premises must remain free of trash and refuse. Tenant must cleanup any spills or litter, which cleanup must be performed in a manner that complies with all applicable laws. If Tenant leaves trash or refuse on the Leased Premises or in any Refuse Vehicle overnight, then in addition to all other rights and remedies Landlord has under this Lease and applicable law, Landlord has the right to impose a \$100 fine for each night that trash or refuse is left on the Leased Premises or Refuse Vehicle. If Tenant does not cleanup a spill within 24 hours from receipt of written notice from Landlord then Landlord has the right to impose a \$250 fine for each night the spill remains. Landlord has the right, but not the responsibility, to remove any refuse or trash, or to remediate any spill, caused by Tenant and Landlord has the right to bill Tenant for Landlord's full costs associated with such removal or remediation, which cost will be

the actual cost of the removal or remediation or a minimum of \$500 per removal or remediation, whichever is higher.

(B) **Compliance with Code.** In the performance of its maintenance obligations, Tenant shall comply with all applicable laws and shall keep the Leased Premises in compliance therewith. Tenant's obligation to comply with all applicable laws shall include structural changes to the Leased Premises during the Term.

(C) **Notice of Defects or Accidents.** Tenant shall give Landlord prompt written notice of accidents or material defects on or about the Leased Premises or damages to the Leased Premises.

6.3 Maintenance by Landlord. Landlord shall maintain the Common Areas of the Complex (exclusive of the Leased Premises) in good order, condition and repair, subject to Tenant's maintenance and repair requirements set forth in Section 2.2 and Tenant's maintenance and repair requirements of the gravel access drive set forth in paragraph 6.2(A). Landlord has the right to, but is not required to, enter the Leased Premises and perform any necessary emergency repairs, upon reasonable notice to Tenant, based on the circumstances requiring such emergency access. If Landlord exercises this right, Landlord will provide Tenant with a written accounting of the costs incurred to perform the repairs and Tenant will reimburse Landlord for the actual and reasonable costs Landlord incurred to perform the repairs.

6.4 Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in as good a condition as initially received before the Commencement Date, normal wear and tear and damage by acts of God and other casualties excepted provided the proceeds of any insurance policies is paid to the Landlord, and shall surrender all keys, if any, for the Leased Premises to Landlord at the place then fixed for the payment of rent. Tenant shall remove all Tenant's Improvements, Refuse Vehicles, employees' vehicles and other equipment and ancillary items as provided in Article 5 hereof before surrendering the Leased Premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby.

ARTICLE 7 INDEMNITY

7.1 Indemnity by Tenant. The Tenant hereby agrees to defend, indemnify and hold harmless the Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, their officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses for remediation of environmental contamination to the Leased Premises, and all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits including reasonable attorney fees, and the cost of appeals arising out of any claims or suits, caused by the acts or omissions of Tenant, including subtenants, their agents, servants, employees, volunteers, business invitees, customers, guests or trespassers and arising from Tenant's use and occupancy of the Leased Premises.

ARTICLE 8 INSURANCE

8.1 Liability and Insurance Coverage

(A) LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON: All personal property of the Tenant (including its employees, business invitees, Tenants, customers, clients, etc.), agents, family members, guests or trespassers, in and on said Leased Premises, shall be and remain at the sole risk of the Tenant, and Landlord shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the conditions of the Leased Premises. Landlord shall not be liable for any personal injury to the Tenant (including its employees, business invitees, Tenants, customers, clients), arising from the use, occupancy and condition of the Leased Premises.

(B) HAZARDOUS CONDITION: Tenant will not do anything or permit anything to be done or any hazardous condition to exist on the Leased Premises ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Tenant. If Tenant does or permits any Increased Risk which causes an increase in the cost of insurance policies then Tenant shall promptly pay (or, if Landlord (being under no obligation to do so) initially pays such amounts, reimburse Landlord) for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Landlord agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

(C) INSURANCE REQUIREMENTS: Tenant shall, during the Term provide the following:

(i) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect Tenant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate, to protect Tenant, its subtenants, and the interest of the Landlord, Fairfax County, their officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Lease or in connection with the Leased Premises.

(iii) Environmental Impairment Liability Insurance, including, without limitation, coverage for both sudden and non-sudden occurrences at the Complex and the Leased Premises and during transport of Waste Materials in the amount not less than \$5,000,000 per occurrence/aggregate. The insurance will provide for property damage, bodily injury and clean-up costs associated with any release of pollutants into the environment.

(iv) Automobile Liability insurance covering owned, non-owned, and hired vehicles in the amount of \$5,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by Tenant. In addition, all mobile equipment used by Tenant in connection with the Lease, will be insured under either a standard Automobile Liability policy, or a Commercial

General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(v) "Special Peril" Property Insurance on buildings and personal property in an amount not less than the full insurable replacement value of such buildings and personal property, with a maximum deductible is \$10,000. Property insurance will include Business Interruption coverage for not less than the equivalent of twelve (12) month's rental.

(vi) Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(vii) Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Fairfax County's Risk Manager prior to the Effective Date. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the Landlord.

(viii) Tenant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

(ix) After a period of five (5) years from Effective Date or upon any changes if the Virginia Financial Responsibility Law or insurance provision of the Federal Motor Carrier Safety Act, Landlord may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Leased Premises, whether or not such additional insurance requirements are otherwise described or contemplated herein.

(x) Compliance by Tenant and all subtenants with the foregoing requirements as to carrying insurance shall not relieve Tenant and all subtenants of their liabilities provisions of the Lease.

(xi) If the Tenant fails to maintain the required insurance the Landlord may, but does not have to, maintain the insurance at Tenant's expense plus an additional 15% administrative charge payable to Fairfax County. The policy shall expressly provide that it is not subject to invalidation of the Landlord's interest by reason of any act or omission on the part of Tenant.

(D) PROOF OF INSURANCE COVERAGE:

(i) Tenant will provide a signed original certificate of insurance citing the Lease and such endorsements as prescribed herein.

(ii) Tenant will secure and maintain all insurance certificates of its subtenants, which shall be made available to the Landlord on demand.

(iii) Tenant will provide on demand certified copies of all insurance policies related to the Lease within ten business days of demand by the Landlord. These certified copies will be sent to the Landlord from the Tenant's insurance agent or representative.

(iv) No change, cancellation, or non-renewal shall be made in any insurance coverage without sixty (60) days prior written notice to Landlord. Tenant shall furnish a new certificate prior to any change or cancellation date. The failure of Tenant to deliver a new and valid certificate will allow Landlord to terminate the Lease.

(v) Landlord, Fairfax County and their officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the Landlord and Fairfax County may possess."

(E) WAIVER OF SUBROGATION: All insurance policies shall contain a waiver of subrogation on behalf of Landlord and Fairfax County as noted hereunder to waive the insurer's rights of recovery to include the Employers Liability portion of the Workers Compensation/Employers Liability coverage.

ARTICLE 9 UTILITIES

9.1 Utilities at Leased Premises. Except as otherwise existing on the Effective Date, Landlord will not provide any utilities at the Leased Premises. Upon receipt of written consent from Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant may obtain additional electrical service from the applicable provider at Tenant's own cost and expense. Tenant must obtain Landlord's written consent before any utility company may place its new equipment or utility lines in the Leased Premises and Landlord has the sole discretion to determine where utility easements, if permitted by Landlord, will be located. Tenant is responsible for supplying any generator or potable water that it needs to use the Leased Premises. Tenant may have portable toilets in the mobile office trailer and is responsible for pumping out all greywater and/or wastewater at the Leased Premises. Tenant must obtain any necessary approvals and/or permits from the applicable federal, state, county, municipal and other governmental agencies and bodies having jurisdiction over the Leased Premises for operation of the greywater and/or wastewater tank. Tenant may not make any changes to the utilities provided at the Leased Premises without the written consent of Landlord.

ARTICLE 10 ACCESS BY LANDLORD

10.1 Landlord may access Leased Premises. Landlord has the right to access the Leased Premises periodically, at Landlord's discretion, to inspect all areas of the Leased Premises in order to comply with applicable law governing closed landfills. In connection with this access, Landlord may perform some construction work on the Leased Premises, which construction work will be performed at Landlord's discretion to ensure compliance with all applicable laws governing closed landfills, provided Landlord shall perform such work in such a manner so as to minimize any adverse impact to Tenant's use of the Leased Premises. Landlord has the right to access the Leased Premises to ensure it can reach all of Landlord's work sites, bench roads, storm water structures, gas equipment, occupied structures for gas testing, and berms.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 Assignment. Tenant may not assign this Lease without Landlord's prior written consent,

which consent may be withheld in Landlord's sole and absolute discretion, except to an affiliate of Tenant or subsidiary of Tenant's ultimate parent with written notice to Landlord, provided that Tenant is not released from its obligations under this Lease.

11.3 Sublease. Tenant may not sublet all or any portion of the Leased Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

ARTICLE 12 INTENTIONALLY OMITTED

ARTICLE 13 TENANT'S REPRESENTATIONS, WARRANTIES & COVENANTS

13.2 Tenant represents, warrants and covenants to Landlord as of the date of this Lease and again as of the Commencement Date as follows:

- (a) that Tenant is a duly formed and validly existing limited liability company, in good standing under the laws of the Commonwealth of Virginia, is authorized to do business in the Commonwealth of Virginia, and has all the authority and power necessary to enter into and carry out the provisions of this Lease;
- (b) that Tenant does comply and will comply with all laws, rules, regulations, ordinances and orders, federal, state and local, that relate to or may affect the Leased Premises, or Tenant's use and occupancy of the Leased Premises;
- (c) that, as of the Commencement Date, Tenant has accepted possession of the Leased Premises and is in occupancy thereof under the Lease;
- (d) that the execution of the Lease was duly authorized, the Lease was properly executed and is in full force and effect and is valid, binding and enforceable against Tenant, and there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default, on the part of Tenant; and
- (e) that Tenant has the full right, power and authority to lease the Leased Premises as provided in this Lease.

ARTICLE 14 INTENTIONALLY OMITTED

ARTICLE 15 EMINENT DOMAIN

15.1 Tenant agrees that if the said Leased Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation. All rights of the Tenant to damages therefore, if any, are hereby assigned by the Tenant to the Landlord. And upon such condemnation or taking, at Tenant's option the term of this Lease shall cease and terminate from the date of such governmental taking or condemnation, provided it renders all or a portion of the Leased Premises unsuitable by Tenant, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. If the

condemnation impacts only a portion of Tenant's Leased Premises, then if Tenant decides to continue with the Lease, then the Tenant's rent shall be adjusted on a pro-rated basis. For instance, if fifty percent (50%) of the Leased Premises is condemned, then if Tenant elects to continue with this Lease, then Tenant's rent shall be reduced by fifty percent (50%) percent.

ARTICLE 16 DEFAULT AND REMEDIES

16.1 Events of Default. Each of the following occurrences shall constitute an “Event of Default” under this Lease:

- (a) Tenant fails to pay any rental or other monetary amounts coming due hereunder within ten (10) business days after Tenant has received written notice from Landlord stating that same is past due; or
- (b) Tenant fails to perform any other of the terms, conditions or covenants of this Lease to be observed and performed by Tenant within thirty (30) days following Tenants receipt of written notice from Landlord specifying the nature of such failure; or
- (c) Tenant becomes bankrupt or insolvent, or files any debtor protection proceedings, or files or has filed against Tenant in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or Tenant makes an assignment for the benefit of creditors; or
- (d) Landlord fails to perform any term, condition or covenant of this Lease to be observed and performed by Landlord within thirty (30) days following Landlord’s receipt of written notice from Tenant specifying the nature of such failure.

16.2 Remedies. If an Event of Default occurs, the non-defaulting party shall have all available rights and remedies at law and equity. The failure of one party to the action in case of a breach of the Lease to enforce its rights hereunder shall not be deemed a waiver of any breach of this Lease. In the absence of written notice or consent, any such breach shall be a continuing one. This section however shall not be construed as a waiver of any defenses that one party may assert against the other under the Lease.

ARTICLE 17 TERMINATION OF LEASE

17.1 Termination. Landlord and Tenant each have the right to terminate this Lease upon one hundred twenty (120) days written notice, for any or no reason. The Lease may also be terminated in accordance with any other termination provision set forth herein. Expiration or termination of this Lease for any reason shall not relieve or release Tenant from any liability or obligation which may have been incurred or assumed by Tenant prior to such expiration or termination.

ARTICLE 22 MISCELLANEOUS

22.1 Changes by Interlineation. The parties agree that no changes have been made by either party or their respective agents to any page unless the change is clearly visible by interlineation, not by obliteration, and initialed by both parties.

22.2 Captions and Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease or in any way affect this Lease.

22.3 Gender. In this Lease the use of gender references is not meant to be a limitation, and the use of a particular gender shall be interpreted to include the other of masculine, feminine and neuter where the situation so demands; similarly, the use of the singular shall be interpreted to include the plural where the situation so demands, and vice versa.

22.4 Brokerage Commissions and Finder's Fees. Each of the parties represents that it has engaged no broker or finder, except as stated below, and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease.

<u>Broker/Finder</u>	<u>Fees to be Paid By:</u>
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None	None
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22.5 Removal of Personal Property; Waiver of Distraint. At any time during the Term of this Lease, Tenant may remove any or all of its furniture, furnishings, equipment, and any and all items of personal property placed in, on or about the Leased Premises by Tenant or by Tenant's agents or employees. Tenant agrees to repair any damage to the Leased Premises occasioned by the removal of any such items. Title of all of such furniture, furnishings, equipment and any and all items of personal property shall remain in Tenant.

22.6 Remedies Cumulative. Unless specifically noted, the various rights, options, elections, powers and remedies contained in this Lease, including the rights herein granted to terminate this Lease, shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed. It is intended that each of the agreements and covenants of Landlord and Tenant set forth herein be deemed by both a covenant and a condition.

22.7 Governing Law. Landlord and Tenant agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

22.8 No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant other than that of Landlord and

Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

22.9 No Waiver. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent by a party to or of any act by the other party requiring the former party's consent shall not be deemed to waive or render unnecessary such former party's consent to any subsequent similar acts by the other party.

22.10 Entire Agreement; Amendment. As of the execution hereof, this Lease contains all covenants and agreements between Landlord and Tenant exclusively relating in any manner to the rental, use and occupancy of the Leased Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant.

22.11 Severability. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

22.12 Time of the Essence. Time is of the essence with respect to all matters provided in this Lease.

22.13 Locative Adverbs. The locative adverbs "herein," "hereunder," "thereto," "hereby," "hereinafter" and like words wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific article, or subarticle hereof.

22.14 Interpretation. It is agreed that in the construction and interpretation of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same shall not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease.

22.15 No Offer. The submission of this Lease for examination does not constitute an offer to enter into a Lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

22.16 Rules and Regulations. Tenant and its employees, agents, invitees and licensees shall faithfully observe and strictly comply with, and shall not permit violation of, the written rules and regulations made for the Complex contained in Exhibit B, and any other reasonable and non-discriminatory rules and regulations as Landlord may from time to time make and communicate to

Tenant provided such rules and regulations do not conflict with this Lease and apply to all occupants of the Complex.

22.17 Conduct of Tenant's Business. Tenant will occupy the Leased Premises, conduct its business and control its agents, employees, invitees in such a manner as is lawful and reputable. Tenant's use of the Leased Premises must comply with the requirements of any approvals issued by the applicable regulatory authorities, including any approvals issued in accordance with Virginia Code Section 15.2-2232. Tenant will not place or permit any radio, television, loudspeaker or amplifier on or in the Leased Premises or where the same can be heard from outside the Leased Premises, or use any apparatus or machine which makes undue noise or causes vibration in any portion of the Complex. Tenant will keep the Leased Premises and the gravel access way adjacent to the Leased Premises and any area of the Complex used by Tenant clear and free from any rubbish caused by Tenant. No trash or refuse may be kept in Tenant's Refuse Vehicles or in any commercial and/or residential waste containers on the Leased Premises.

22.18 Force Majeure. Notwithstanding any provision to the contrary contained herein, in the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act (other than Tenant's obligation to make payments of Rent, and other charges required hereunder), by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds shall not be deemed to be a cause beyond control of either party.

22.19 Notices. Any notice which the Landlord may desire or be required to give the Tenant shall be deemed sufficiently given or rendered if in writing, delivered to the Tenant by regular mail addressed to the Tenant at Republic Services of Virginia, LLC, 4619 West Ox Road, Fairfax Virginia, 22030, with a copy to:

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
Attn: Chief Legal Officer

Any notice which the Tenant may desire or be required to give the Landlord shall be deemed sufficiently given or rendered if in writing delivered to the Landlord by regular mail, addressed to Facilities Management Division, Attention Leasing Manager, 12000 Government Center Parkway, Suite #424, Fairfax, Virginia 22035-0011, or other such places as Landlord or Tenant may from time to time designate in writing as set forth herein.

22.20 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A telecopy or ".PDF" signature of any party shall be considered to have the same binding legal effect as an original signature.

[signatures follow on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered, or have caused their authorized representatives to execute and deliver, this Ground Lease Agreement effective as of the Effective Date hereof.

LANDLORD:

THE BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

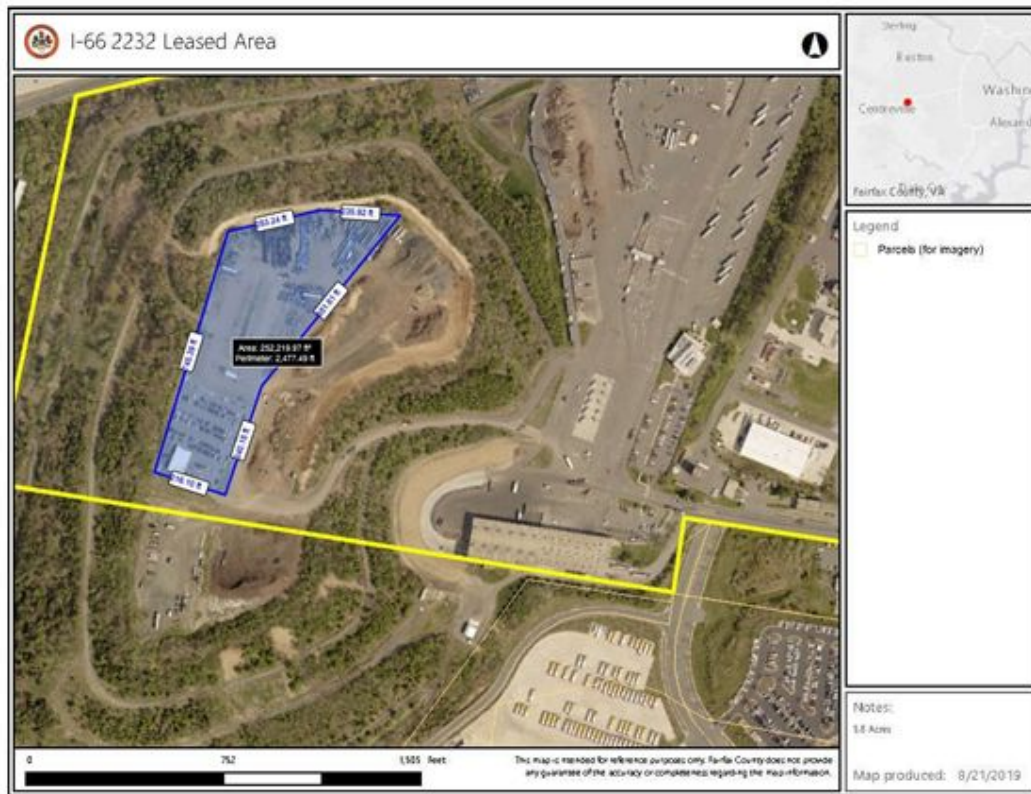
TENANT:

REPUBLIC SERVICES OF VIRGINIA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

LEASED PREMISES



Map of Leased Area

EXHIBIT B

RULES AND REGULATIONS

The following special requirements will apply specifically to parking and the I-66 Transfer Station:

1. The Tenant will utilize Fairfax County facilities as its primary disposal sites for mixed municipal solid waste collected in Fairfax County while this Ground Lease Agreement is in effect.
2. All municipal solid waste collection vehicles parked on the premises shall have Fairfax County property stickers and all other required permits.
3. Broken down, junked, or dead lined vehicles shall not be stored on the premises. Vehicles must have valid State registration and inspection stickers.
4. Vehicle maintenance shall not be done on the premises
5. Tenant must maintain vehicles so that oil and other fluids do not leak including leachate. If a leak occurs the Tenant shall clean the site and, in all ways, comply with the Fairfax County's Spill Protection Plan.
6. Tenant must correct any deficiencies within 24 hours of notification.
7. Tenant's employees may not assemble in the Transfer Station building or use the Transfer Station restroom facilities or telephone.
8. No loitering in the parking area will be allowed. Tenant's employees must respond to a reasonable request of any Transfer Station supervisor, and must act in a professional manner. Weapons are not allowed at Landlord's facilities.
9. Litter must be cleaned daily by the Tenant.
10. Waste may be stored in trucks for no more than 24 hours. No hazardous waste is permitted on site.
11. Vehicles must be parked uniformly in the designated area only (Exhibit A).
12. Snow removal in the parking area will be the responsibility of Tenant. Landlord will remove snow on the roadways leading to the parking area during normal Transfer Station operating hours.
13. No dumping of waste in the Transfer Station outside of normal hours will be allowed.

14. The Tenant will be allowed site access 7 days per week/24 hours per day, however, the names of individuals authorized to access the site after-hours must be provided in advance, and these individuals may be asked to provide identification.
15. The Tenant will be required to provide 24-hour emergency contact names and numbers.
16. Tenant's employees must operate their personal vehicles and Tenant's vehicles in a safe manner, comply with all posted signs governing vehicle use in the Transfer Station and may not operate any vehicle in a negligent or reckless manner.

ADMINISTRATIVE - 6

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Springfield District)

ISSUE:

Board endorsement of “Watch for Children” signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Newington Woods Drive (Springfield District)
- One “Watch for Children” sign on Middle Run Drive (Springfield District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved “Watch for Children” sign as soon as possible.

TIMING:

Board action is requested on December 1, 2020.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not be in conflict with any other traffic control devices.

On October 13, 2020, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for two “Watch for Children” signs on Newington Woods Drive and one “Watch for Children” sign on Middle Run Drive.

FISCAL IMPACT:

Funding in the amount of \$1,200 for the “Watch for Children” signs is available in Fund 2G25-076-000.

Board Agenda Item
December 1, 2020

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Gregg Steverson, Deputy Director, FCDOT

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT

Zuhra Malik, Transportation Planner, Traffic Engineering Section, FCDOT

Board Agenda Item
December 1, 2020

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance
Expanding the Annandale Terrace Residential Permit Parking District, District 37
(Mason District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Annandale Terrace Residential Permit Parking District (RPPD), District 37.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:

The Board of Supervisors should take action on December 1, 2020, to provide sufficient time for advertisement of the public hearing on January 26, 2021, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(b) of the Fairfax County Code, authorizes the Board to establish or expand an RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of an RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of \$10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Board Agenda Item
December 1, 2020

Two properties, 7504 and 7506 McWhorter Place, within the Annandale Terrace community were vacant parcels at the time of initial establishment and subsequent expansions of the Annandale Terrace RPPD. Since the vacant parcels have been developed, the residents have requested that they be included in the surrounding RPPD.

On September 25, 2020, a peak parking demand survey was conducted for the requested area. The results of this survey verified that the designated block face met or exceeded the requirements to qualify for RPPD inclusion according to Section 82-5A-4(b) of the Fairfax County Code. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$200. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code

Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following streets in Appendix G-37, Section (b), (2), Annandale Terrace Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

McWhorter Place (Route 3087):

From the western property boundary of 7506 McWhorter Place to the east end (north side)

From Weyburn Drive to ~~Medford Drive~~ the east end (south side)

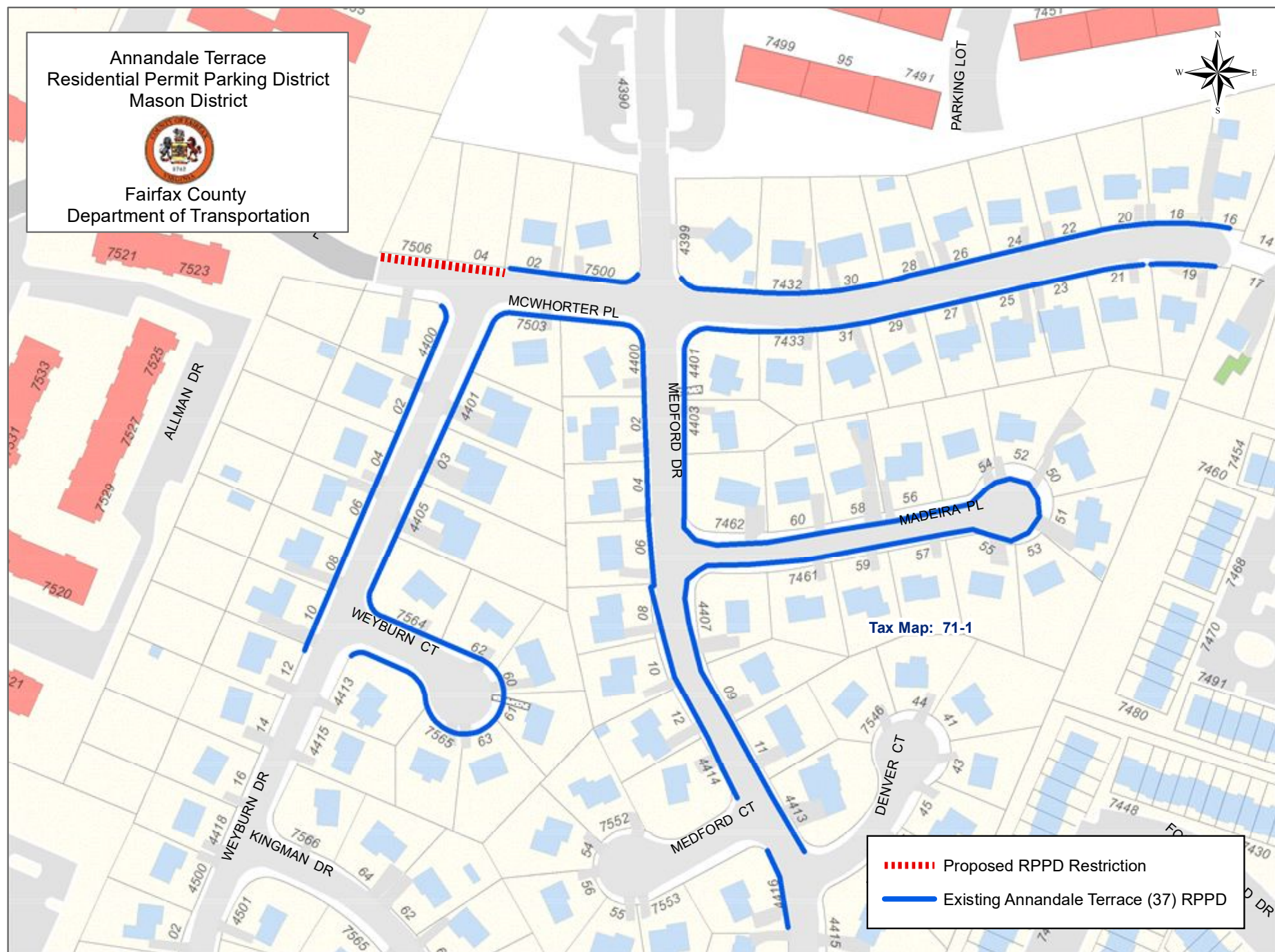
~~From Medford Drive to the east end~~



Annandale Terrace
Residential Permit Parking District
Mason District



Fairfax County
Department of Transportation



- Proposed RPPD Restriction
- Existing Annandale Terrace (37) RPPD

Board Agenda Item
December 1, 2020

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance
Expanding the George Mason University Residential Permit Parking District, District 40
(Braddock District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the George Mason University Residential Permit Parking District (RPPD), District 40.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:

The Board should take action on December 1, 2020, to advertise a public hearing for January 26, 2021 at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD.

Board Agenda Item
December 1, 2020

Staff has verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of the George Mason University campus, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$400. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

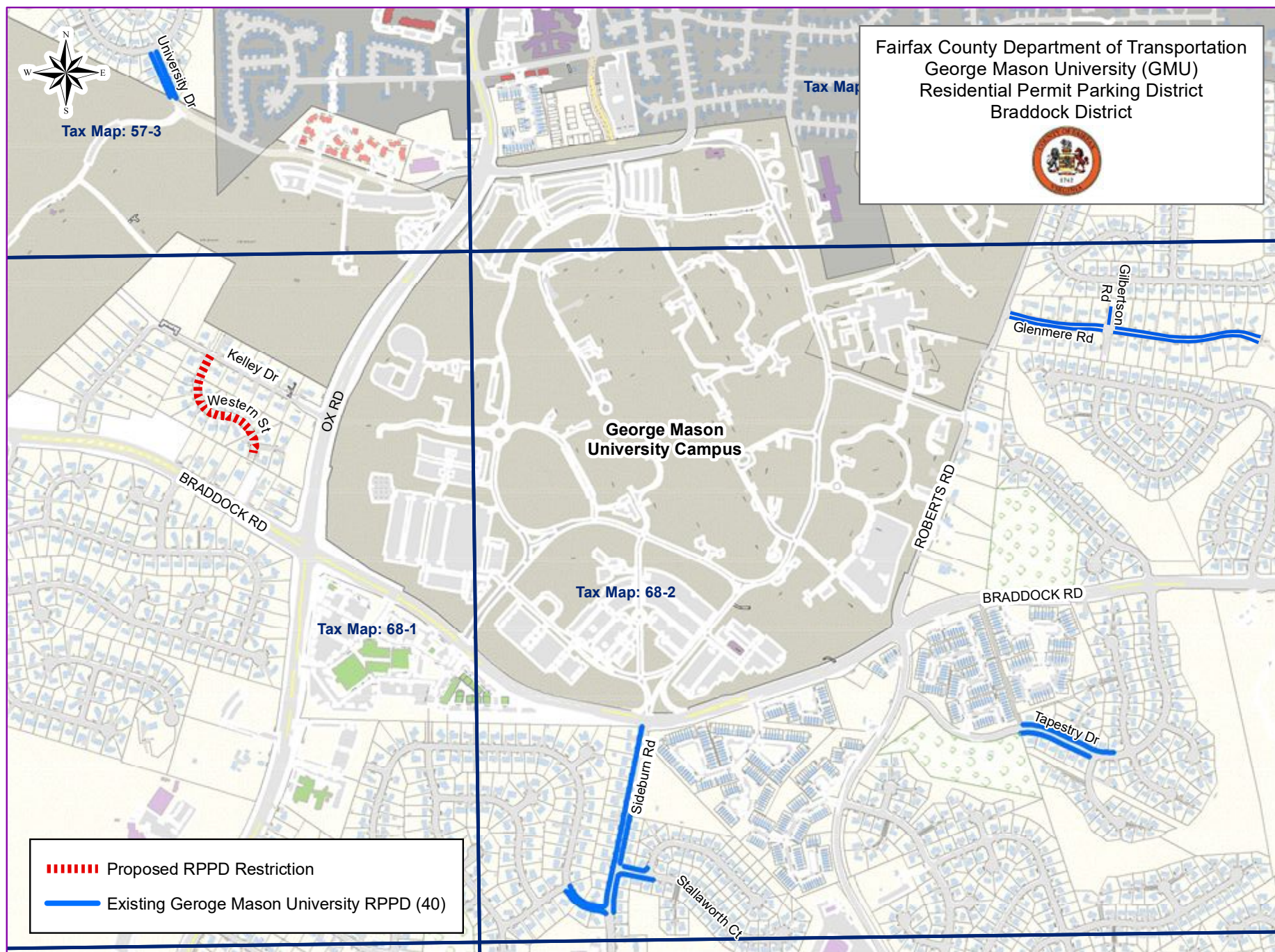
F. Hayden Coddington, Assistant County Attorney

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by adding the following street in Appendix G-40, Section (b), (2), George Mason University Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Western Street (Route 7081):

From Kelley Drive to the cul-de-sac inclusive



ADMINISTRATIVE - 9

Supplemental Appropriation Resolution AS 21161 for the Department of Family Services to Accept Grant Funding from the Virginia Community College System for the Re-Employing Virginian (REV) Educational Vouchers

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 21161 for the Department of Family Services to accept funding from the Virginia Community College System (VCCS) in the amount of \$1,500,000. Given the timing of award and the need to spend it quickly, the MOU was fully executed on November 16, 2020. Therefore, Board approval of the MOU and its execution is also requested.

The Governor has authorized funding from the state's Coronavirus Relief Fund to address the economic impacts of the COVID-19 pandemic including the loss of employment for workers. Funding is being provided by the Virginia Community College System for training vouchers to be used for any eligible training provider in one of the following training areas: Information Technology, Manufacturing and Skilled Trades, Healthcare, Early Childhood Education, or Public Safety. The state recently notified the County of their intent to provide funding and all training programs must be completed by December 30, 2020 in accordance with the federal CARES Act legislation. Unless this funding is extended past December 30, 2020, the County may not be able to fully expend the full award. Unspent funds will revert back to the state and the County is under no obligation to continue funding the program. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding the program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 21161 to accept funding from the Virginia Community College System in the amount of \$1,500,000 for the Re-Employing Virginians Educational Vouchers project. There are no positions associated with this funding and no Local Cash Match is required. The County Executive also recommends the Board approve the execution of the Memorandum of Understanding between the Virginia Community College System and the County.

TIMING:

Board approval is requested on December 1, 2020.

BACKGROUND:

The Department of Family Services Employment and Training program operates the Virginia CareerWorks One Stop Centers in the northern region as part of the public workforce development system. Additionally, the Employment and Training program administers the training funds for the Workforce Opportunity and Investment Act (WIOA), the Virginia Initiative for Education and Work (VIEW) work program as well as the employment component for recipients of Supplemental Nutrition Assistance Program (SNAP formerly food stamps).

The Governor has authorized funding from the state's Coronavirus Relief Fund allocation to help Virginians whose employment has been impacted by the COVID-19 crisis pursue workforce training in a high-demand field. The Re-Employing Virginians (REV) initiative grant funds will be used to serve individuals impacted by the COVID-19 pandemic who are now unemployed or underemployed and need training to qualify for jobs in high demand career fields. Funding will be used to offset a participant's cost of enrollment in a workforce or community college program in five essential industries, including health care, information technology, skilled trades, public safety, and early childhood education. A maximum of \$1,000 for short-term programs may be awarded to eligible students. The period of performance is October 29, 2020 to December 30, 2020.

FISCAL IMPACT:

Funding from the Virginia Community College System for the Re-Employing Virginians Educational Vouchers, in the amount of \$1,500,000, will support job training needs of unemployed and underemployed workers adversely affected by the COVID-19 pandemic. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2021. No Local Cash Match is required and funding does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

- Attachment 1: Subrecipient Memorandum of Understanding Between the Virginia Community College System and Fairfax County
- Attachment 2: Supplemental Appropriation Resolution AS 21161

Board Agenda Item
December 1, 2020

STAFF:

Tisha Deeghan, Deputy County Executive

Michael Becketts, Director, Department of Family Services (DFS)

Theresa Byers, Finance Manager, DFS

Lisa Tatum, Division Director, Self-Sufficiency, DFS

SUBRECIPIENT MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGINIA COMMUNITY COLLEGE SYSTEM
AND
FAIRFAX COUNTY

PARTIES

This Memorandum of Understanding (MOU) is entered into between the VIRGINIA COMMUNITY COLLEGE SYSTEM, hereinafter referred to as "VCCS", and FAIRFAX COUNTY (the COUNTY) to set forth mutually agreed upon procedures for the funding and implementation of workforce services to unemployed and underemployed Virginians impacted by the Coronavirus.

Re-employ Virginians Educational Vouchers (REV)
Coronavirus Relief Fund (CRF) CFDA 21.019
Period of Performance: October 29, 2020-December 11, 2020
VCCS EIN: 54-0759063 DUNS: 120738307

Funds have been authorized through Governor Northam's Decision Brief dated October 26, 2020 (Attachment).

BASIC UNDERSTANDING

The purpose of this MOU is to set forth mutually agreed upon procedures for the funding and implementation of workforce services to unemployed and underemployed Virginians impacted by the Coronavirus.

FUNDING

Under this agreement, Fairfax County will be a subrecipient of VCCS in connection with the Commonwealth of Virginia's Re-employing Virginians (REV) educational initiative. The period of performance is October 29, 2020-December 11, 2020. This does not preclude eligible residents completing classes/trainings by December 30, 2020, so long as the eligible resident's enrollment occurred during the period of performance. VCCS will award \$1,500,000 in federal financial assistance to Fairfax County on a reimbursable basis to support the activities outlined in the attached decision brief. This award will not fund equipment purchases.

CONTACTS

VCCS

Randy Stamper
Assistant Vice Chancellor
Grants and Federal Workforce Programs

Virginia's Community
Colleges 300 Arboretum
Place, Suite 200
Richmond, Virginia 23236
Office 804.819.4691
Email: rstamper@vccs.edu

Fairfax County

Bryan J. Hill
County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035
Office 703-324-2536
Email: cexbryanhill@fairfaxcounty.gov

PROJECT DESCRIPTION

The Re-Employing Virginians (REV) educational initiative provides training vouchers for Virginia residents who are unemployed and underemployed Virginians due to the COVID-19 pandemic. Training vouchers may be used for students enrolled in one of the following workforce training programs: Technology/IT, Manufacturing and Skilled Trades, Healthcare, Early Childhood Education, or Public Safety.

A maximum of \$3,000 may be awarded for a full-time student (12 hours or more) and a maximum of \$1,500 may be awarded for a part-time students (less than 12 hours). Eligible students enrolled in a short-term training program would receive vouchers up to \$1,000.

Eligibility

The parties agree that the County will provide vouchers for individuals who are:

- 1) Virginia residents;
- 2) Unemployed and who lost their job because COVID-19 caused their employer to close or reduce staffing and
 - a) have received unemployment benefits on or after August 1, 2020; or
 - b) are now working in a part-time job that pays less than \$15 per hour.
- 3) Interested in pursuing training or classes in a high-demand area:
 - a) Early Childhood Education;
 - b) Health-care;
 - c) Information Technology;
 - d) Manufacturing and Skilled Trades ; or
 - e) Public Safety.

DACA students and dual enrollment students are not eligible.

Individuals must self-certify their eligibility by signing a form attesting that they received unemployment benefits on or after August 1, 2020, or they were laid off from a full-time job because of COVID-19 and they now working in a low-wage part-time job. (Additional verification of unemployment with the Virginia Employment Commission may be required.)

Additional guidance on eligibility for a Re-Employ Virginia voucher may be found at (https://www.vccs.edu/wp-content/uploads/2020/10/REV-Student-FAQ_2-Oct-29-2020.pdf)

RESPONSIBILITY OF PARTNERS

VCCS agrees to the following, including, but not limited to:

1. Provide oversight for this agreement, including fiscal administration and subrecipient monitoring;
2. Serve as point of contact with the governor's office with all matters related to the award, including evaluation and technical assistance;
3. Reimburse Fairfax County for project activities outlined in Attachment A for the subaward performance period. VCCS will transfer funds to Fairfax County within 10 business days of receiving a properly completed request for reimbursement.
4. Report activities to the governor's office at the end of each calendar quarter. VCCS will provide the appropriate reporting specifications to Fairfax County outlining information to be included in the reports. All reporting regulations, governing policies, and formats required for reporting purposes will be provided in writing to Fairfax County; and

Fairfax County agrees to the following, including, but not limited to:

1. Lead the project's implementation in accordance with expectations set forth in the attached decision brief.
2. Execute appropriate agreements and contracts with subrecipients and contractors and monitor the activities and expenditures of these subrecipients and contractors as necessary to ensure that subawards and contracts are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that performance goals are achieved;
3. Report detailed expenditures of, and request reimbursement for, activities authorized by the subaward, which are allowable and necessary in meeting project objectives, by December 14, 2020 by noon.
4. Submit a final Report by December 14, 2020 to the VCCS that will report cumulative activities and participant outcomes for the complete performance period.
5. Adhere to the Coronavirus Relief Fund Frequently Asked Questions in Attachment A. The County, however, may rely upon the Commonwealth of Virginia, including VCCS's interpretation of the Coronavirus Relief Fund Guidance to State, Territorial, Local, and Tribal Governments or Frequently Asked Questions in fulfilling its obligations under this MOU.
6. Submit a FINAL financial reimbursement and expenditure summary report by December 14, 2020 by noon to the VCCS.
7. Upon request by VCCS, permit access to the records and financial statements related to the subaward as necessary to determine adherence with Federal statutes, regulations, and the terms and conditions of the subaward.

Integrity of funds. As recipient and subrecipient of federal funds, the VCCS and FAIRFAX COUNTY must comply with requirements of the Cash Management Improvement Act (CMIA) agreement between the Commonwealth of Virginia and the United States Department of the Treasury. The CMIA requires that federal funds be requested by the VCCS on an as-needed basis to fund anticipated expenditures. FAIRFAX COUNTY and VCCS may direct appropriate staff to meet at agreed upon intervals to discuss and plan activities to satisfy requirements of this MOU and to ensure efficient and effective implementation of the MOU.

FAIRFAX COUNTY assumes full responsibility for any financial obligations resulting from disallowances by the federal government of federal reimbursements received by and attributable to FAIRFAX COUNTY expenditures, (1) unless such disallowances result from instructions or guidance provided by VCCS or; (2) the failure of the VCCS to properly submit claims. ***(Note: FAIRFAX COUNTY may not claim costs that have been otherwise claimed or reimbursed under any other federal reimbursement process.)***

All REV funds must be obligated and expended within the performance period. **Project closeout must take place by December 14, 2020 at noon.**

RETENTION REQUIREMENTS FOR RECORDS

FAIRFAX COUNTY must retain financial records, supporting documents, statistical records, and all other records pertinent to this award for a period of five years from the date of submission of the final expenditure report, with the exception of: (a) any litigation, claim, or audit started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) when the subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period; (c) records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition; (d) when records are transferred to or maintained by the Federal awarding agency or pass-through entity; (e) records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned; and (f) indirect cost rate proposals and cost allocations plans.

FAIRFAX COUNTY will make its records available to VCCS, upon request, at any time during the retention period. Records will be available for audit if requested by VCCS, Commonwealth of Virginia, the U.S. Department of Labor, or the U.S. Government Accountability Office. FAIRFAX COUNTY will cooperate with any such audit and will take appropriate corrective actions.

BREACH OF MOU

The agencies agree that each shall fulfill its responsibilities under this agreement in accordance with the provisions of law and regulations that govern their activities. This agreement does not negate any operating procedures in effect. If at any time an entity is

unable to perform its functions under this agreement, such entity shall immediately provide written notice to the other entities describing its inability to fulfill the requirements of the agreement and establish a date at the earliest convenience, but no more than 15 days, to mutually resolve the issue.

The signatories may direct appropriate staff to meet at agreed upon intervals to discuss and plan activities to satisfy requirements of this MOU and to ensure efficient and effective implementation of this MOU. However, failure of any party to abide by this agreement is basis for termination by the other parties.

IMPASSE RESOLUTION

The entities agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the provisions of this agreement, that cannot be resolved through communication, the parties will document the negotiations and efforts that have taken place to resolve the issue and the signatories will meet to seek a resolution.

MODIFICATION OF MOU

Any party to this MOU may initiate a modification of the MOU by written request. All parties must agree to and provide appropriate signatures for resulting modifications. If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU will remain in effect until renegotiated or rewritten.

DURATION OF MOU

This agreement is effective from October 29, 2020-December 14, 2020.

TERMINATION

1. The Agreement may be terminated by any of the parties upon 15 days written notice to the other parties with cause or upon 30 days written notice to the other parties without cause;
2. Each party may cancel its participation in the Agreement upon fifteen (15) days written notice to the other parties;

CERTIFICATIONS AND ASSURANCES

The parties to this MOU acknowledge that they will incorporate by reference and abide by the following certifications and assurances as part of this agreement including:

- Certification Regarding Lobbying (29 CFR Part 93)
- Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- Non-Discrimination and Equal Opportunity Assurance (29 CFR Part 37)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR Part 98)
- Standard Form 424b Standard Assurances (Non-Construction Programs)
- [Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020](#)

FEDERAL REQUIREMENTS

The parties to this MOU acknowledge that they will incorporate and abide by the following requirements as part of this agreement including:

- OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014; and

Appropriation Requirements

- a. Buy American Notice
- b. Health Benefits Coverage for Contraceptives
- c. Privacy Act
- d. Prohibition on Contracting with Corporations with Felony Criminal Convictions
- e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities
- f. Prohibition on Procuring Goods Obtained Through Child Labor
- g. Prohibition on Providing Federal Funds to ACORN
- h. Reporting of Waste, Fraud and Abuse
- i. Requirement for Blocking Pornography
- j. Requirement to Provide Certain Information in Public Communications
- k. Restriction on Health Benefits Coverage for Abortions
- l. Restriction on the Promotion of Drug Legalization
- m. Restriction on Purchase of Sterile Needles or Syringes
- n. Salary and Bonus Limitations

Public Policy

- a. Executive Orders
- b. Veteran's Priority Provisions
- c. Flood Insurance
- d. Architectural Barriers
- e. Drug-Free Workplace
- f. Hotel-Motel Fire Safety
- g. Prohibition on Trafficking in Persons

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Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific grants should be submitted to VCCS-WDS.

Intellectual Property Rights:

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

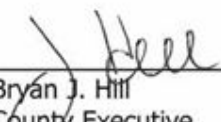
- i) the copyright in all products developed under the grant, including a subgrant or

contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials).

Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

SIGNATURES

In witness whereof, the parties hereby execute this Memorandum of Understanding:

By 
Bryan J. Hill
County Executive
FAIRFAX COUNTY

Date: 11/12/2020

By 
Dr. Sharon Morrissey
Senior Vice Chancellor for Academic and Workforce Programs
VIRGINIA COMMUNITY COLLEGE SYSTEM

Date: 11/16/2020

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 21161

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2021, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G6767, Department of Family Services

Grants: 1CV6713-2020, Re-Employ Virginians Educational Vouchers \$1,500,000

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$1,500,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Community College System, \$1,500,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 10

Authorization for the Office of the County Executive, One Fairfax to Apply for and Accept Grant Funding from the Urban Institute to Participate in the Upward Mobility Cohort

ISSUE:

Board of Supervisors authorization is requested for the Office of the County Executive, One Fairfax to apply for and accept grant funding, if received, from the Urban Institute, with support from the Bill and Melinda Gates Foundation, in the amount of \$125,000 as one of up to eight counties selected to participate in a newly created Upward Mobility Cohort. As a participant in the cohort, a County team will receive technical assistance from the Urban Institute in the development of the Mobility Action Plan, to include the development of a set of evidence-based metrics in such areas as education, health, housing, safety, and work. The metrics will help inform priorities, set targets, catalyze action, change policies and practices, and will allow the County to monitor our progress in advancing upward mobility over time. Priorities identified in the Mobility Action Plan will be implemented within existing resources as appropriate or presented to the Board of Supervisors for funding consideration. The grant period is from January 2021 to June 2022. When grant funding expires, the County is under no obligation to continue funding the program. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Office of the County Executive, One Fairfax to apply for and accept grant funding, if received, from the Urban Institute in the amount of \$125,000 for participation in the Upward Mobility Cohort. There are no positions associated with this funding and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

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TIMING:

Due to the grant application deadline of November 24, 2020, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

On November 2, 2020, notification was received that in response to a Request for Information issued by Urban Institute, the County was selected as a finalist and was invited to submit a full proposal for participation in the Upward Mobility Cohort. Counties selected to participate will receive \$125,000 in cost-reimbursable grant funding to support engagement in the partnership. Funds will be used to support existing staff to provide time on the project and cover associated direct costs. Urban Institute will also provide tailored technical assistance over 18 months. Technical Assistance will be in the form of:

- Data Analysis – Urban Institute will work with County staff and cross-sector leaders to analyze the County’s mobility metrics and administrative data to better understand disparities and help target strategies to places and people.
- Stakeholder Engagement – Urban Institute will support the County in convening a cross-sector “mobility coalition” of local leaders and experts who will guide development of the County-specific Mobility Action Plan.
- Policy and Programmatic Advising – Urban Institute will help the County develop a Mobility Action Plan that will demonstrate community priorities for promoting upward mobility as informed by the mobility metrics and local data and highlighting particular challenges and policy areas. The plan will include evidence-informed policies and programs that have been shown to improve mobility outcomes in other communities. The advisory support from Urban Institute will also include support in considering approaches for implementing the identified strategies, including through research on potential public and private funding streams.
- Peer-learning Opportunities – County leaders will participate in convenings, workshops, dialogues, and trainings to share knowledge across the cohort about strategies to promote upward mobility and help develop best practices. County leaders will also gain insights from experts from other organizations working on economic and social mobility who will participate in convenings and events.

After the 18-month technical assistance period, which begins in January 2021 and

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concludes in June 2022, the Upward Mobility Cohort counties should be prepared to implement their Mobility Action Plans. The Mobility Action Plan will include the development of a set of evidence-based metrics in such areas as education, health, housing, safety, and work. The metrics will help inform priorities, set targets, catalyze action, change policies and practices, and will allow the County to monitor our progress in advancing upward mobility over time.

FISCAL IMPACT:

Grant funding in the amount of \$125,000 is available from the Urban Institute for participation in the Upward Mobility Cohort. No Local Cash Match is required. This grant does not allow the recovery of indirect costs. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated grant awards in FY 2021.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Grant Proposal

STAFF:

Karla Bruce, Chief Equity Officer

Michelle Gregory, Countywide Data Analytics Coordinator

URBAN INSTITUTE'S UPWARD MOBILITY COHORT GRANT

SUMMARY OF GRANT PROPOSAL

Grant Title:	Upward Mobility Cohort Grant
Funding Agency:	Urban Institute
Applicant:	Office of the County Executive, One Fairfax
Purpose of Grant:	<p>Participants of the Urban Institute's Upward Mobility Cohort will receive funding and technical assistance to support the development of the Mobility Action Plan, which will include the development of a set of evidence-based metrics in such areas as education, health, housing, safety, and work. The metrics will help inform priorities, set targets, catalyze action, change policies and practices, and will allow the County to monitor our progress in advancing upward mobility over time. Urban Institute's tailored technical assistance over 18 months will be in the form of:</p> <ul style="list-style-type: none"> • Data Analysis • Stakeholder Engagement • Policy and Programmatic Advising • Peer-Learning Opportunities
Funding Amount:	Total funding of \$125,000. The final amount of reimbursement is dependent on staff time and direct costs associated with participation in the Upward Mobility Cohort.
Positions:	There are no new grant positions associated with this funding.
Proposed Use of Funds:	Funding will be used to support staff time on the project and cover direct costs associated with participation in the Upward Mobility Cohort.
Performance Measures:	The success of the program will be based on the development of the Mobility Action Plan, including evidence-based metrics that will allow the County to monitor our progress in advancing upward mobility over time. Upward Mobility Cohort counties should be prepared to implement their Mobility Action Plans.
Grant Period:	The grant period is January 2021 through June 2022.

ADMINISTRATIVE - 11

Supplemental Appropriation Resolution AS 21167 for the Health Department to Accept Grant Funding from Virginia Department of Health for the COVID-19 Mass Vaccination Campaign

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 21167 for the Health Department (HD) to accept funding from the Virginia Department of Health (VDH) for the COVID-19 Mass Vaccination Campaign, in the amount of \$500,000. Given the timing of the award and the need to spend it quickly, the Memorandum of Understanding (MOU) was fully executed on November 12, 2020. Therefore, Board approval of the MOU and its execution is also requested.

On October 23, 2020, the Governor announced funding from the state's Coronavirus Relief Fund will be used to create a statewide program to distribute the COVID-19 vaccine. Funding has been provided to support local health districts in preparing for mass vaccination efforts. In accordance with the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act legislation, funding must be spent by December 30, 2020. Unless this funding is extended past December 30, 2020, the County may not be able to fully expend the full award. Unspent funds will revert back to the state and the County is under no obligation to continue funding the program. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding the program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 21167 to accept funding from the Virginia Department of Health in the amount of \$500,000 for the COVID-19 Mass Vaccination Campaign. There are no positions associated with this funding and no Local Cash Match is required. The County Executive also recommends the Board approve the execution of the Memorandum of Understanding between the Virginia Department of Health and the County.

TIMING:

Board approval is requested on December 1, 2020.

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BACKGROUND:

On October 23, 2020, Governor Ralph Northam announced \$22 million in federal CARES Act funding will be used to create a statewide program to distribute COVID-19 vaccines when such vaccines are approved for public use. The \$22 million allocation of CARES Act dollars will support the Virginia Department of Health's vaccination preparation and planning through the end of 2020.

Of the \$22 million, approximately \$14 million has been allocated to support local health district mass vaccination preparedness efforts. This funding is intended to support local health districts with hiring of temporary, contract positions (both medical and non-medical), travel costs, facility rental costs, printing, signage, translation services, and other associated costs of operating these clinics in order to ensure Virginians have access to vaccine in their communities. This funding must be spent by December 30, 2020. The Commonwealth will identify additional sources of funding to continue to support the vaccination program in 2021. The Virginia Department of Health estimates the vaccination program will cost approximately \$120 million.

Funding will specifically be used to purchase equipment and supplies to support storage and transport of vaccines at required temperatures, other equipment and supplies needed to hold mass vaccination events, and messaging in support of vaccination.

FISCAL IMPACT:

Funding from the Virginia Department of Health for the COVID-19 Mass Vaccination Campaign, in the amount of \$500,000, will be used to purchase equipment and supplies to support storage and transport of vaccines at required temperatures, other equipment and supplies needed to hold mass vaccination events, and messaging in support of vaccination. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2021. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Award Letter from Virginia Department of Health
Attachment 2: Supplemental Appropriation Resolution AS 21167

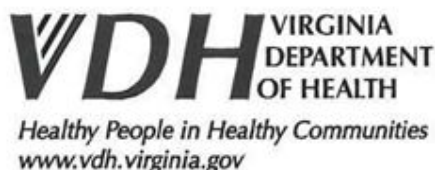
Board Agenda Item
December 1, 2020

STAFF:

Tisha Deeghan, Deputy County Executive

Gloria Addo-Ayensu, Director, Health Department

Jessica L. Werder, Deputy Director, Public Health Operations, Health Department



VIRGINIA DEPARTMENT OF HEALTH
Office of Community Health Services
109 Governor Street
Richmond, VA 23219

MEMORANDUM OF UNDERSTANDING (MOU)

MOU Number: VDH-21-501-0092

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Understanding is entered into by Fairfax County, acting through the Fairfax Health District 10777 Main Street, Suite 203, Fairfax Virginia 22030, hereinafter called the "Contractor" and Commonwealth of Virginia through the Department of Health, 109 Governor Street, 13th Floor, Richmond, Virginia 23219 hereinafter called the "Agency."

WHEREAS, the Agency desires to enter into an Agreement with the Contractor to provide funding for mass vaccination needs and;

WHEREAS, The contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Agency and the Contractor hereby covenant and agree to the following terms.

- II. **PERIOD OF AGREEMENT:** From execution date of VDH signature on last page through December 30, 2020.
- III. **PURPOSE:** To provide reimbursement for documented support invoices for mass vaccination needs within their district through December 30, 2020, up to the maximum dollar amount listed under Section V. Compensation.
- IV. **SCOPE OF SERVICES:** The Contractor has been allocated funding to support local health district mass vaccination preparedness efforts. This funding is intended to support local health districts with hiring of temporary, contract positions (both medical and non-medical), travel costs, facility rental costs, printing, signage, translation services, and other associated costs of operating these clinics in order to ensure Virginians have access to vaccine in their communities. Any additional related information of this MOA is outlined in Appendix "A".
- V. **COMPENSATION:** The Agency will reimburse Contractor for actual expenditures, starting October 29, 2020, as a result of services provided under the scope and terms of this agreement. Payments

shall be made upon receipt and approval by the Agency for procurements or services rendered by the Fairfax County Health Department, as documented by the detailed invoice received by the Contractor. The MOU maximum Value: **\$500,000.00** with no renewal periods.

Contractor will bill The Agency on a monthly basis via invoice with supporting documentation citing the Agreement number assigned to this document. Billing will be due no later than 30 days following the end of each calendar month in which expenses are incurred. Failure by Contractor to submit invoices within the prescribed time frame may forfeit its right to payment from the Agency.

The Contractor agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Contractor shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits.

The Contractor shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period.

Final reconciliation billing for (agreement ending December 30, 2020), along with any overpayments due to the Agency, shall be submitted no later than 01/30/2021 to:

Attention: Valarie Shore
Virginia Department of Health
Community Health Services – 13th Floor
109 Governor Street
Richmond, VA 23219

VI. FEDERAL AWARD INFORMATION:

 x Contractor is a Vendor

APPROPRIATIONS: The Contractor acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKEFREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of indoor facility owned or leased or contracted for an entity adjusted routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the

law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administration compliance order on the responsible entity.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Agency and Contractor.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Agency approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Contractor agrees that proprietary information disclosed by the Agency to the Contractor for the purpose of a Memorandum of Understanding shall be held in confidence and used only in the performance of the contract. No item designed for or by the Agency shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Agency. All such materials shall be delivered to the Agency in usable condition at any time requested by the Agency.

- VII. **METHOD OF PAYMENT:** The Contractor will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Agency. Agency will pay the Contractor for actual expenditures as a result of services performed under the terms of this Agreement, consistent with approved budget. A valid invoice shall be submitted to the Agency by the tenth of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by EDI.

VIII. **TERMS AND CONDITIONS:**

A. **AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **APPLICABLE LAWS AND COURTS:**

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **AVAILABILITY OF FUNDS:**

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.

D. BACKGROUND CHECKS:

1. The VDH may require a background check for Contractor staff assigned to any resulting agreement. The Contractor shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Contractor employees will be required to complete a form granting authority to release information. The Contractor shall allow the VDH access to review Contractor staff personnel and employment records.
2. Background investigation results will be reviewed by the VDH, and are not releasable to the Contractor, however, can be provided to the individual of the investigation upon a written request.
3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement.
4. In the event of any staff turnover or staff reassignments, the Contractor shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Contractor employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Contractor.

E. CANCELLATION OF AGREEMENT:

The Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES TO THE AGREEMENT:

The parties may agree in writing to modify the scope of the Memorandum of Understanding. An increase or decrease in the price to the Memorandum of Understanding resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Understanding.

G. CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION: N/A – See Section IX.

H. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

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

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

I. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, sexual orientation, gender identity,

national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. ANTITRUST: N/A

L. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/agreement. All invoices shall show the state agreement number and/or purchase order number;

social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this agreement or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the agreement price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded an agreement under this contract is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the agreement; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the agreement) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary agreement. A contractor's

obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the agreement in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

M. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, 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. This remedy shall be in addition to any other remedies which the Commonwealth may have.

O. **NONDISCRIMINATION OF CONTRACTORS:** A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

P. **WHISTLEBLOWER PROTECTIONS:**
Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

Q. CONTINUITY OF SERVICES:

a). The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IX. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **Data Privacy:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.
- B. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the Agency's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Contractors who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- b. ensure that any subcontractors the contractor may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifies the agency of any breach, or suspected breach, in the security of such information.

Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

C. **CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this agreement, the Contractor agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this agreement (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this agreement or as required by law;
2. Use appropriate safeguards, as defined by HIPAA the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this agreement;
3. Report to the Department of Health any use or disclosure of health records not provided for by this Agreement;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of health records by the Contractor in violation of the requirements of this agreement;

5. Impose the same requirements and restrictions contained in this agreement on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls.

- X. **STATUS OF PERSONNEL:** David Crabtree, for the Mass Vaccination Grant program, has been designated as the department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CONTRACTOR: Fairfax County		VIRGINIA DEPARTMENT OF HEALTH:	
By:	<i>J. Hill</i>	By:	<i>Robert W. Hicks</i>
Title:	<i>County Executive</i>	Title:	Deputy Commissioner for Community Health Services
Date:	<i>11/12/2020</i>	Date:	11/12/2020 3:44:21 PM EST

APPENDIX "A"

Below are supplies and/or services that may be needed to conduct a satellite, temporary, or off-site vaccination clinic. The list may not be comprehensive and is intended to provide examples of potentially allowable expenditures. Local health districts should review their mass vaccination plans, collaborate with their local emergency managers and other community partners involved in mass vaccination planning, and review [CDC guidance](#) prior to making purchasing decisions.

Services:

- Temporary, contract staffing, Staff/contractor training, Storage rental, Internet hotspots
- Laptops, tablets

Equipment/Supplies:

- Vaccine refrigerators/freezers
- Portable vaccine containers
- Data loggers
- Tent systems, Utility trailers
- Generators
- Storage bins
- Cones, crowd/traffic control, etc.
- Tables, chairs
- Disposable table covers, Paper towels
- Sharps containers
- Emergency medical supplies
- Face coverings for patients who arrive without one
- Signage
- Floor markers, barriers for social distancing
- Partition/privacy screens
- Vests/badges/personnel identification
- Contactless thermometers
- Hand sanitizer
- Tissues
- Office supplies (pens, notepads, clipboards, etc.)
- Rope, cones, and/or tape as needed to direct traffic flow
- Signage for clinic hours, future clinics, clinic flow, and easels or other equipment for displaying information
- Walkie-talkies or similar devices
- Waste baskets/trash bags
- 2D barcode readers
- Plug outlet strips and extension cords
- Vaccinator training supplies (CPR manikins)

PPE:

- Districts may wish to consider their own purchases of surgical masks, nitrile gloves and face shields/goggles.

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 21167

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2021, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G7171, Health Department

Grants: 1CV7104-2021, COVID-19 Mass Vaccination Campaign \$500,000

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$500,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Health, \$500,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 1, 2020

ADMINISTRATIVE - 12

Supplemental Appropriation Resolution AS 21173 for the Health Department to Accept Grant Funding from Virginia Department of Health for COVID-19 Immunization Planning

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 21173 for the Health Department (HD) to accept funding from the Virginia Department of Health (VDH) for the COVID-19 Immunization Planning, in the amount of \$230,000. Given the timing of the award and the need to begin work quickly, the MOU was fully executed on November 18, 2020. Therefore, Board approval of the MOU and its execution is also requested. The purpose of the funding is to maximize vaccination opportunities in community-based physician practices and clinics serving vulnerable populations through outreach and support for planning and preparation activities by those practices and clinics. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding the program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 21173 to accept funding from the Virginia Department of Health in the amount of \$230,000 for COVID-19 Immunization Planning. There are no positions associated with this funding and no Local Cash Match is required. The County Executive also recommends the Board approve the execution of the Memorandum of Understanding between the Virginia Department of Health and the County.

TIMING:

Board approval is requested on December 1, 2020.

BACKGROUND:

On October 7, 2020 the Virginia Department of Health notified local health districts of available pass thru funding from the Centers for Disease Control (CDC) via the Immunizations and Vaccines for Children Cooperative Agreement. VDH estimated each local health district would receive \$115,000; however, based on the County's large population and large number of community physician practices and clinics, the Health Department requested \$230,000 on October 19, 2020. VDH approved the \$230,000 request.

Board Agenda Item
December 1, 2020

Participation in mass COVID-19 vaccination by community-based physicians is critical to widespread vaccination in our very large and diverse community. This funding will be used to hire two benefits-eligible staff to engage community-based providers in the federal vaccination program and to identify and mitigate barriers to vaccination within their clinics and practices and one benefits-eligible Pharmacist to assist with receipt, storage and allocation of vaccine for use in the Health Department's mass vaccination clinics. The period of performance is November 18, 2020 to June 30, 2021.

VDH has notified the Health Department that additional funding is anticipated but the funding amount will depend on federal appropriations. The Health Department has already requested an additional \$115,000 to bolster these efforts if, and when, additional funding is available.

The Health Department anticipates primarily using existing staff in its mass vaccination efforts. To date, federal funding related to the pandemic has been limited to contract staff or otherwise unbudgeted compensation costs. If these restrictions continue, it is unknown whether additional funding will be available to cover compensation costs for existing staff.

FISCAL IMPACT:

Funding from the Virginia Department of Health for COVID-19 Immunization Planning, in the amount of \$230,000, will be used to engage community-based providers in the federal vaccination program and to identify and mitigate barriers to vaccination within their clinics and practices, as well as to assist with receipt, storage and allocation of vaccine for use in the Health Department's mass vaccination clinics. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2021. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Award Letter from Virginia Department of Health

Attachment 2: Supplemental Appropriation Resolution AS 21173

STAFF:

Tisha Deeghan, Deputy County Executive

Gloria Addo-Ayensu, Director, Health Department

Jessica L. Werder, Deputy Director, Public Health Operations, Health Department



VIRGINIA DEPARTMENT OF HEALTH
Office of Community Health Services
109 Governor Street
Richmond, VA 23219

MEMORANDUM OF UNDERSTANDING (MOU)

MOU Number: VDH-21-501-0103

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Understanding is entered into by Fairfax County, acting through the Fairfax Health District 10777 Main Street, Suite 203, Fairfax Virginia 22030, hereinafter called the "Contractor" and Commonwealth of Virginia through the Department of Health, 109 Governor Street, 13th Floor, Richmond, Virginia 23219 hereinafter called the "Agency."

WHEREAS, the Agency desires to enter into an Agreement with the Contractor to provide funding for Imz. CoAg. Supplemental COVID-19 Vaccine Planning Funding and;

WHEREAS, The contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Agency and the Contractor hereby covenant and agree to the following terms.

- II. **PERIOD OF AGREEMENT:** From execution date of VDH signature on last page through June 30, 2021.
- III. **PURPOSE:** To provide reimbursement for documented support invoices for Immunization planning needs under fund code **607-AV** within their district through June 30, 2021, up to the maximum dollar amount listed under Section V. Compensation.
- IV. **SCOPE OF SERVICES:** The Contractor has been allocated funding to support local health district Immunization Planning efforts. This funding is intended to support the vaccine planning activities that include producing the deliverables referenced in this funding opportunity to specifically address outreach to the vulnerable populations within the district.
- V. **COMPENSATION:** The Agency will reimburse Contractor for actual expenditures, starting October 29, 2020, as a result of services provided under the scope and terms of this agreement. Payments shall be made upon receipt and approval by the Agency for procurements or services rendered by

the Fairfax County Health Department, as documented by the detailed invoice received by the Contractor. The MOU maximum Value: **\$230,000.00** with no renewal periods.

Contractor will bill The Agency on a monthly basis via invoice with supporting documentation citing the Agreement number assigned to this document. Billing will be due no later than 30 days following the end of each calendar month in which expenses are incurred. Failure by Contractor to submit invoices within the prescribed time frame may forfeit its right to payment from the Agency.

The Contractor agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Contractor shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits.

The Contractor shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period.

Final reconciliation billing for (agreement ending June 30, 2021), along with any overpayments due to the Agency, shall be submitted no later than 07/30/2021 to:

Attention: Kimberly Boehme
Virginia Department of Health
Population Health Share Business Services
109 Governor Street
Richmond, VA 23219

VI. FEDERAL AWARD INFORMATION:

 x Contractor is a Vendor

APPROPRIATIONS: The Contractor acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKEFREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of indoor facility owned or leased or contracted for an entity adjusted routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. Failure to comply with the provisions of the

law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administration compliance order on the responsible entity.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Agency and Contractor.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Agency approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Contractor agrees that proprietary information disclosed by the Agency to the Contractor for the purpose of a Memorandum of Understanding shall be held in confidence and used only in the performance of the contract. No item designed for or by the Agency shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Agency. All such materials shall be delivered to the Agency in usable condition at any time requested by the Agency.

- VII. **METHOD OF PAYMENT:** The Contractor will be paid monthly in arrears for services rendered upon receipt of a valid invoice by the Agency. Agency will pay the Contractor for actual expenditures as a result of services performed under the terms of this Agreement, consistent with approved budget. A valid invoice shall be submitted to the Agency by the tenth of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia by EDI.

VIII. **TERMS AND CONDITIONS:**

A. **AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **APPLICABLE LAWS AND COURTS:**

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. AVAILABILITY OF FUNDS:

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.

D. BACKGROUND CHECKS:

1. The VDH may require a background check for Contractor staff assigned to any resulting agreement. The Contractor shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Contractor employees will be required to complete a form granting authority to release information. The Contractor shall allow the VDH access to review Contractor staff personnel and employment records.
2. Background investigation results will be reviewed by the VDH, and are not releasable to the Contractor, however, can be provided to the individual of the investigation upon a written request.
3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement.
4. In the event of any staff turnover or staff reassignments, the Contractor shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Contractor employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Contractor.

E. CANCELLATION OF AGREEMENT:

The Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CHANGES TO THE AGREEMENT:

The parties may agree in writing to modify the scope of the Memorandum of Understanding. An increase or decrease in the price to the Memorandum of Understanding resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Understanding.

G. **CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:** N/A – See Section IX.

H. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

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

I. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offers) certify to the Commonwealth 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. ANTITRUST: N/A

L. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/agreement. All invoices shall show the state agreement number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this agreement or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the agreement price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded an agreement under this contract is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the agreement; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the agreement) on all amounts owed by the contractor that remain unpaid seven (7)

days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary agreement. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the agreement in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

M. **ASSIGNMENT OF AGREEMENT:** An agreement shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, 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. This remedy shall be in addition to any other remedies which the Commonwealth may have.

O. **NONDISCRIMINATION OF CONTRACTORS:** A contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

P. **WHISTLEBLOWER PROTECTIONS:**

Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

Q. CONTINUITY OF SERVICES:

a). The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IX. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **Data Privacy:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy.
- B. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, disclosure will not be divulged without the individual's and the Agency's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Contractors who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- b. ensure that any subcontractors the contractor may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and
- c. immediately notifies the agency of any breach, or suspected breach, in the security of such information.

Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

C. **CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this agreement, the Contractor agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this agreement (agreement) shall:

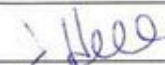
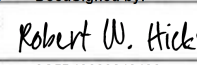
1. Not use or further disclose health records other than as permitted or required by the terms of this agreement or as required by law;
2. Use appropriate safeguards, as defined by HIPAA the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this agreement;
3. Report to the Department of Health any use or disclosure of health records not provided for by this Agreement;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of health records by the Contractor in violation of the requirements of this agreement;

5. Impose the same requirements and restrictions contained in this agreement on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls.

- X. STATUS OF PERSONNEL:** Richard Bradley, for the Mass Vaccination Grant program, has been designated as the department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CONTRACTOR: Fairfax County		VIRGINIA DEPARTMENT OF HEALTH:	
By:		By:	
Title:	County Executive	Title:	8C5B49620249438... Deputy Commissioner for Community Health Services
Date:	NOV 18 2020	Date:	11/18/2020 7:37:30 PM EST

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 21173

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2021, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G7171, Health Department

Grants: 1710042-2021, COVID-19 Immunization Planning \$230,000

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$230,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Virginia Department of Health, \$230,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 13

Supplemental Appropriation Resolution AS 21174 for the Office of Elections to Accept Grant Funding from Center for Tech and Civic Life in Support of the November 2020 Presidential Election

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 21174 for the Office of Elections to accept funding from the Center for Tech and Civic Life in support of the November 2020 presidential election in the amount of \$1,431,950. The grant agreement has been fully executed in order to meet December 31, 2020 grantor deadline. Therefore, Board approval of the grant agreement and its execution is also requested. Funding will be used to offset the extraordinary costs associated with holding the presidential election during the pandemic, including costs for additional personnel to support in-person early voting, and vote by mail; and additional technology to improve and expedite ballot processing. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding the program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 21174 to accept funding from the Center for Tech and Civic Life in the amount of \$1,431,950 in support of the November 2020 presidential election. There are no positions associated with this funding and no Local Cash Match is required. The County Executive also recommends the Board approve the execution of the grant agreement between the Office of Elections and the Center for Tech and Civic Life.

TIMING:

Board approval is requested on December 1, 2020.

BACKGROUND:

Funds awarded by the Center for Tech and Civic Life under the COVID-19 Response Grant may be used by Election offices to cover certain 2020 expenses incurred between June 15, 2020 and December 31, 2020. These include, but are not limited to, the costs associated with the safe administration of the following examples of election responsibilities:

- Ensure Safe, Efficient Election Day Administration

Board Agenda Item
December 1, 2020

- Expand Voter Education & Outreach Efforts
- Launch Poll Worker Recruitment, Training & Safety Efforts
- Support Early In-Person Voting and Vote by Mail

FISCAL IMPACT:

Funding of \$1,431,950 from the Center for Tech and Civic Life will support the November 2020 presidential election. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund as funds are held in reserve for unanticipated awards in FY 2021. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Grant Agreement from Center for Tech and Civic Life

Attachment 2: Supplemental Appropriation Resolution AS 21174

STAFF:

Joseph Mondoro, Chief Financial Officer

Gary Scott, Director, Office of Elections



Attachment 1

October 20, 2020

Fairfax County, Virginia

Director of Elections

12000 Government Center Parkway, Ste 323

Fairfax, VA 22035

Dear Gary Scott,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Fairfax County, and the special circumstances Fairfax County faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Fairfax County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$1,431,950.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Fairfax County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

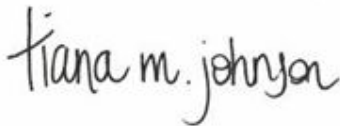
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8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the General Registrar ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclelife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLELIFE.ORG

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GRANTEE

By: 

Title: County Executive

Date: NOV 24 2020



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

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SUPPLEMENTAL APPROPRIATION RESOLUTION AS 21174

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic) on December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2021, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G1515, Office of Elections

Grants: 1150001-2021, November 2020 Election from CTCL \$1,431,950

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses

\$1,431,950

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Center for Tech & Civic Life, \$1,431,950

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
December 1, 2020

ACTION - 1

Approval of a Resolution to Extend the Cable Franchise Term of Comcast of Virginia, LLC

ISSUE:

Adoption of a resolution (Attachment 1) authorizing the County Executive to execute an agreement extending the term of Comcast's cable franchise through December 31, 2021 (Attachment 2).

RECOMMENDATION:

The County Executive recommends that the Board authorize him to enter into an agreement with Comcast extending the term of Comcast's cable franchise without change in the terms and conditions of the franchise.

TIMING:

The Comcast cable franchise should be extended prior to its scheduled expiration on December 31, 2020.

BACKGROUND:

Section 546 of the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 *ff.*, governs the process by which a local community may renew a cable franchise. The process normally used requires negotiation between the cable operator and the community regarding the terms and conditions of a new franchise agreement, consistent with federal and state law.

Comcast and County staff are currently engaged in active discussions regarding renewal of the Franchise, which covers only the vicinity of Reston. A renewal agreement has not yet been reached. A limited extension of the term through December 31, 2021, will maintain the parties' existing rights and obligations while they seek to develop a renewal agreement. Comcast and the Board previously extended the original term of the franchise in June 2020, from June 30 through December 31, 2020.

FISCAL IMPACT:

None.

Board Agenda Item
December 1, 2020

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed resolution
Attachment 2 – Proposed agreement with Comcast

STAFF:

Joseph M. Mondoro, Chief Financial Officer
Michael S. Liberman, Director, Department of Cable and Consumer Services (DCCS)
Frederick E. Ellrod III, Director, Communications Policy and Regulation Division, DCCS

ASSIGNED COUNSEL:

Erin C. Ward, Deputy County Attorney
Joanna L. Faust, Assistant County Attorney

**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A
LETTER AGREEMENT WITH COMCAST OF VIRGINIA, LLC**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board of Supervisors"), held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on Tuesday, December 1, 2020, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS:

1. Section 2(c) of the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 ("Franchise Agreement"), established the term of the Franchise as 15 years from the effective date, defined in Section 2(g) as July 1, 2005, and
2. By agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and
3. No renewal agreement has been reached and the parties are continuing to pursue the renewal procedures set forth in 47 U.S.C. § 546;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Executive is authorized to sign the attached agreement, in which the parties agree to extend the term of the Franchise Agreement through December 31, 2021.

ADOPTED this 1st day of December, 2020.

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**AGREEMENT EXTENDING
THE TERM OF THE CABLE FRANCHISE GRANTED TO
COMCAST OF VIRGINIA, LLC**

This Agreement is made this _____ day of December 2020, by and between the County of Fairfax, Virginia (hereinafter the “County”), and Comcast of Virginia, LLC (hereinafter “Comcast”).

WHEREAS, the County has granted a franchise (“Franchise”) to Comcast pursuant to the Cable Franchise Agreement Between Fairfax County, Virginia, and Comcast of Virginia, Inc., the predecessor-in-interest of Comcast of Virginia, LLC, approved by the Fairfax County Board of Supervisors on May 23, 2005 (“Franchise Agreement”), and Chapter 9.2 of the County Code, as amended, collectively referred to as the “Franchise Documents”; and

WHEREAS, by agreement dated June 18, 2020, the term of the Franchise was extended through December 31, 2020; and

WHEREAS, Comcast initiated the franchise renewal process consistent with Section 626 of the Communications Act of 1984, as amended (“Cable Act”) via letter to the County dated August 8, 2017; and

WHEREAS, the County and Comcast are currently engaged in active discussions regarding renewal of the Franchise; and

WHEREAS, the County and Comcast each desire to enter into an amendment extending the term of the Franchise as set forth herein in order to complete negotiations and reach agreement on the renewal of the Franchise; and

WHEREAS, Section 2(c) of the Franchise Agreement provides that it may be extended by mutual agreement;

NOW, THEREFORE, in consideration of the promises and undertakings herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The Franchise is hereby extended through December 31, 2021 (the “extension period”).

Section 2. During the extension period, all the terms and conditions set forth in the Franchise Documents shall remain in full force and effect.

Section 3. This extension shall be without prejudice to any rights of either party under the Cable Act, the Franchise, or applicable law. No claim that either party may have against the other shall be released or otherwise affected by this extension.

Section 4. Nothing in this Agreement obliges the County to grant Comcast a renewal franchise, and this Agreement shall not be interpreted as a renewal of the Franchise or as a commitment to renew.

Section 5. Counterparts: This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day first above written.

County of Fairfax, Virginia

By _____
Bryan J. Hill
County Executive

Comcast of Virginia, LLC

By _____
Misty Allen
VP Government & Regulatory Affairs

Board Agenda Item
December 1, 2020

ACTION - 2

Approval of the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:

Board approval of a resolution (Attachment 1) to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 26, 2021.

RECOMMENDATION:

The County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate \$290 million to fund construction of capital facilities and infrastructure as previously approved by the Board. The County Executive also recommends approval of the sale of Public Improvement Refunding Bonds.

County staff recommends the Board take the following action:

Approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds, which also authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale. This resolution delegates to the County Executive or Chief Financial Officer authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions. This resolution also approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds and Public Improvement Refunding Bonds.

TIMING:

Board action is requested on December 1, 2020.

BACKGROUND:

The Proposed Bond Sale Schedule of Events (Attachment 2) indicates a new money bond sale on or about January 26, 2021. Accompanying this Board Item are the necessary documents to proceed with the new money bond sale to meet FY 2021

capital funding requirements for on-going projects. There are many potential market events that could affect the bond sale in the next few months and this sale date is therefore subject to market conditions. The closing date for the bonds is currently scheduled for the week of February 9, 2021. The County staff, along with the County's Financial Advisor, however, will revisit and adjust the sale date, if needed.

Public Improvement Bonds (New Money Sale)

The General Obligation Bond sale totals \$290 million. Of that amount, the Fairfax County Public Schools will receive \$180 million. In addition, \$42 million will be allocated to the Washington Metropolitan Area Transit Authority (WMATA) as the County's share of WMATA's FY 2021 Adopted Capital Improvement Program, and \$15 million will fund on-going Board of Supervisors' approved transportation projects such as roadway, pedestrian and bike/trail improvement projects. Public Safety funding will total \$30 million to provide for courtroom renovations, and closeout and ongoing construction costs for fire and police station facilities.

Funding of \$15 million will be provided for the Fairfax County Park Authority and the Northern Virginia Regional Park Authority will receive \$3 million to cover the County's annual capital contribution. Funding of \$2 million will provide for design costs for the four libraries approved from the November 2020 referendum. Lastly, funding of \$3 million will be provided for human services and community development facilities that include four shelters and two community centers.

The Schedule of Bond Purposes notes the remaining balance of authorized but unissued bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system was approved by the School Board at its November 16, 2020 meeting and is included as Attachment 4.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. This bond sale of \$290 million is within the adjusted total maximum sale allowed in the *Ten Principles of Sound Financial Management*. The FY 2021 Adopted Budget Plan states that the maximum annual sale of bonds will be \$300 million or \$1.5 billion over a five-year period, with a technical limit not to exceed \$325 million in a single year. Consistent with previous bond sales, the County's resolution (Attachment 1) delegates to the County Executive or Chief Financial Officer the authority to award the bonds, on specified criteria, through either a competitive or negotiated sale. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions.

The maximum true interest cost rate permitted on the bonds, as established in the Bond Resolution, is 5.25 percent for tax-exempt bonds and 5.5 percent for taxable bonds. In

Board Agenda Item
December 1, 2020

addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line access to the Notice of Sale (Attachment 5) and the Preliminary Official Statement (Attachment 6).

Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

Public Improvement Refunding Bonds

The resolution also lists several outstanding series of bonds that could become future candidates to refund using a combination of tax-exempt and taxable analysis depending on market conditions. As the Board was notified in August 2020, the County capitalized on favorable market conditions and conducted a General Obligation refunding bond sale Series 2020B totaling \$294 million that resulted in net present value savings of \$29.7 million.

In addition, the federal tax reform plan that became effective January 1, 2018 eliminated the ability to sell tax-exempt advance refunding bonds, which had allowed the County to refinance debt for savings by issuing tax-exempt bonds prior to their respective call dates. The County can continue to refund bonds prior to these call dates, but the bonds must be issued on a taxable basis, which may reduce the savings potential compared to a traditional tax-exempt advance refunding alternative. To allow for flexibility, at this time, staff recommends the authorization to pursue a taxable refunding bond sale that includes select maturities of the following bond series: 2013A, 2013B, 2014A, 2014B, 2015A, 2015B, 2016A, 2017A, 2018A, 2019A, and 2020A. County staff will continue to monitor the market for additional refunding opportunities that produce debt service savings.

FISCAL IMPACT:

The estimated debt service budget requirement for the new money bond sale, based on a conservative 4.0 percent True Interest Cost estimate, is \$16.2 million for School purposes and \$9.9 million for County purposes, beginning in FY 2022. Following the planned bond sale in January 2021, final debt service numbers will be incorporated into Fund 20000, Consolidated County and Schools Debt Service Fund, and reflected in the FY 2022 Advertised Budget Plan.

The County issued General Obligation bonds as a new money bond sale in the amount of \$267.7 million on January 28, 2020. The bonds were sold to Bank of America at a true interest cost of 2.0 percent, which was the lowest rate received in the County's history.

The reception of Fairfax County bonds in the market continues to compare favorably

Board Agenda Item
December 1, 2020

both nationally and locally. The County has held a Aaa rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978, and a AAA rating from Fitch Ratings since 1997. As of January 2020, 13 states, 48 counties, and 34 cities have a Triple-A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved an estimated \$941.1 million from County bond and refunding sales.

ENCLOSED DOCUMENTS:

Attachment 1: County Public Improvement Bond Resolution

Attachment 2: Bond Sale Schedule of Events

Attachment 3: Schedule of Bond Purposes

Attachment 4: School Board Resolution Requesting Sale of Bonds (School Board Approved on November 16, 2020)

Attachment 5: Notice of Sale Series 2021

Attachment 6: Draft of the Preliminary Official Statement Series 2021

STAFF:

Joseph Mondoro, Chief Financial Officer

Christina Jackson, Director, Department of Management and Budget

Joseph LaHait, Debt Manager, Department of Management and Budget

ASSIGNED COUNSEL:

Patricia Moody McCay, Senior Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on December 1, 2020, at which meeting a quorum was present and voting, the following resolution was adopted:

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia:

Section 1(a). Public Improvement Bonds. The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), has found and determined and does hereby declare that:

(i) **School improvements – \$180,000,000.** At an election duly called and held on November 7, 2017, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$315,000,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia (the “Circuit Court”), has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$315,000,000 for such purpose.

The Board of Supervisors at the request of the School Board of Fairfax County, Virginia (the “School Board”), has heretofore issued \$5,810,000 of the school bonds authorized at the election duly called and held on November 7, 2017.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$180,000,000 of school bonds authorized at the November 7, 2017, election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the School Board of a resolution, in a form acceptable to the County's bond counsel, requesting the issuance of such school bonds.

(ii) **Transportation improvements and facilities – \$57,000,000.** At an election duly called and held on November 4, 2014, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities, including improvements to primary and secondary State highways, improvements related to transit, improvements for pedestrians and bicycles, and ancillary related improvements and facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$100,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$29,860,000 of the transportation improvements and facilities bonds authorized at the election duly called and held on November 4, 2014.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$15,000,000 of transportation improvements and facilities bonds authorized at the November 4, 2014, election and to sell the bonds.

At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$120,000,000 to finance Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock and equipment in the Washington metropolitan area, and to finance improvements to primary and secondary State highways and ancillary related improvements and facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$120,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$100,900,000 of the transportation improvement and facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$19,100,000 of transportation improvement and facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$160,000,000 for the purpose of financing Fairfax County's share, under the Washington Metropolitan Area Transit Authority Compact, of the cost of constructing, reconstructing, improving, and acquiring transportation improvements and facilities, including capital costs of land, transit facilities, rolling stock, and equipment in the Washington metropolitan area.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$160,000,000 for such purpose.

The Board of Supervisors has heretofore issued none of the transportation improvement and facilities bonds authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$22,900,000 of transportation improvement and facilities bonds authorized at the November 3, 2020, election and to sell the bonds.

(iii) **Parks and park facilities – \$18,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$107,000,000: (i) \$94,700,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, develop and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,300,000 principal amount for Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, develop and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$107,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$19,280,000 of the \$94,700,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 8, 2016, and has heretofore authorized the issuance of and has issued all of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$15,000,000 parks and park facilities bonds for the Fairfax County Park Authority, authorized at the November 8, 2016, election and to sell the bonds.

At an election duly called and held on November 3, 2020, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in addition to bonds previously authorized for parks and park facilities, in the maximum aggregate principal amount of \$112,000,000: (i) \$100,000,000 principal amount to finance the Fairfax County Park Authority's cost to acquire, construct, reconstruct, develop, and equip additional parks and park facilities, to preserve open-space land, and to develop and improve existing parks and park facilities; and (ii) \$12,000,000 principal amount to finance Fairfax County's contribution to the Northern Virginia Regional Park Authority to acquire, construct, reconstruct, develop, and equip parks and park facilities.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$112,000,000 for such purpose.

The Board of Supervisors has heretofore issued none of the parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 3, 2020, and has heretofore authorized the issuance of and has issued none of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the election duly called and held on November 3, 2020.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$3,000,000 of the parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 8, 2016, election and to sell the bonds.

(iv) **Public Library Facilities – \$2,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public library facilities bonds previously authorized, in the maximum aggregate principal amount of \$25,000,000 for the purpose of providing funds, with any other available funds, to finance the cost of providing additional public library facilities, the reconstruction, enlargement, and equipment of existing library facilities, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$25,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$15,000,000 public library facilities bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$2,000,000 of public library facilities bonds authorized at the November 6, 2012, election and to sell the bonds.

(v) **Public safety facilities – \$30,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public safety facilities bonds previously authorized, in the maximum aggregate principal amount of \$55,000,000, for the purpose of providing funds, with any other available funds, to finance the cost of providing public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$55,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$36,490,000 of the public safety facilities bonds authorized at the election duly called and held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$18,510,000 of public safety facilities bonds authorized at the November 6, 2012, election and to sell the bonds.

At an election duly called and held on November 3, 2015, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the public safety facilities bonds previously authorized, in the maximum aggregate principal amount of \$151,000,000, for the purpose of providing funds, with any other available funds, to finance the cost of projects to provide public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of civil and criminal justice facilities, police training facilities and stations, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$151,000,000 for such purpose.

The Board of Supervisors has heretofore issued none of the public safety facilities bonds authorized at the election duly called and held on November 3, 2015.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$11,490,000 of public safety facilities bonds authorized at the November 3, 2015, election and to sell the bonds

(vi) **Human services facilities and community development facilities – \$3,000,000.** At an election duly called and held on November 8, 2016, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County in the maximum aggregate principal amount of \$85,000,000 to provide

funds to finance the cost of human services facilities and community development facilities, including the construction and reconstruction of community centers and shelters and the acquisition of land and equipment or interest therein.

The Circuit Court has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$85,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$8,400,000 of the human services facilities and community development facilities bonds authorized at the election duly called and held on November 8, 2016.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$3,000,000 of human services facilities and community development facilities bonds authorized at the November 8, 2016, election and to sell the bonds.

Section 1(b). Prior bond issues. The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2013A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$206,335,000, designated “Public Improvement Bonds, Series 2013A” (the “Series 2013A Bonds”), dated January 24, 2013.

The Series 2013A Bonds that mature on or before October 1, 2021, are not subject to optional redemption before their maturity. The Series 2013A Bonds that mature after October 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2021, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2013B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$128,000,000, designated “Public Improvement Refunding Bonds, Series 2013B” (the “Series 2013B Bonds”), dated January 24, 2013.

The Series 2013B Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2013B Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2014A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities and public library facilities and to refund certain Series 2004 A, Series 2004 B and Series 2005 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$316,310,000, designated "Public Improvement and Refunding Bonds, Series 2014A" (the "Series 2014A Bonds"), dated February 6, 2014.

The Series 2014A Bonds that mature on or before October 1, 2023, are not subject to optional redemption before their maturity. The Series 2014A Bonds that mature after October 1, 2023, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2023, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2014B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$202,190,000, designated "Public Improvement Refunding Bonds, Series 2014B" (the "Series 2014B Bonds"), dated November 4, 2014.

The Series 2014B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2014B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2015A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, and storm drainage improvements, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$227,340,000, designated "Public Improvement Bonds, Series 2015A" (the "Series 2015A Bonds"), dated March 4, 2015.

The Series 2015A Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015A Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2024, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vi) **Series 2015B Bonds.** For purposes of providing funds, with other available funds, to refund certain outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$57,070,000, designated “Public Improvement Refunding Bonds, Series 2015B” (the “Series 2015B Bonds”), dated March 11, 2015.

The Series 2015B Bonds that mature on or before October 1, 2024, are not subject to optional redemption before their maturity. The Series 2015B Bonds that mature after October 1, 2024, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date on or after April 1, 2025 and prior to October 1, 2025, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of 101% of the principal amount of the Series 2015B Bonds to be redeemed, and on or after October 1, 2025, at 100% of the principal amount of the Series 2015B Bonds to be redeemed, plus, in each case, accrued interest to the redemption date.

(vii) **Series 2016A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, storm drainage improvements and to refund certain Series 2008 A Bonds, Series 2009 A Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2013A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$335,980,000, designated “Public Improvement and Refunding Bonds, Series 2016A” (the “Series 2016A Bonds”), dated February 9, 2016.

The Series 2016A Bonds that mature on or before October 1, 2025, are not subject to optional redemption before their maturity. The Series 2016A Bonds that mature after October 1, 2025, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2026, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(viii) **Series 2017A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements and public library facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$228,375,000, designated “Public Improvement Bonds, Series 2017A” (the “Series 2017A Bonds”), dated February 7, 2017.

The Series 2017A Bonds that mature on or before October 1, 2026, are not subject to optional redemption before their maturity. The Series 2017A Bonds that mature after October 1, 2026, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2027, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ix) **Series 2018A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park

facilities, public safety facilities, storm drainage improvements, public library facilities, human services facilities, and community development facilities, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$219,640,000, designated “Public Improvement Bonds, Series 2018A” (the “Series 2018A Bonds”), dated January 24, 2018.

The Series 2018A Bonds that mature on or before October 1, 2027, are not subject to optional redemption before their maturity. The Series 2018A Bonds that mature after October 1, 2027, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2028, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(x) **Series 2019A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, storm drainage improvements, and to refund certain Series 2009A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$224,755,000, designated “Public Improvement Bonds, Series 2019A” (the “Series 2019A Bonds”), dated February 12, 2019.

The Series 2019A Bonds that mature on or before October 1, 2028, are not subject to optional redemption before their maturity. The Series 2019A Bonds that mature after October 1, 2028, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2029, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xi) **Series 2020A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities, human services and community development facilities, and to refund certain Series 2012A Bonds, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$314,385,000, designated “Public Improvement Bonds, Series 2020A” (the “Series 2020A Bonds”), dated February 11, 2020.

The Series 2020A Bonds that mature on or before October 1, 2029, are not subject to optional redemption before their maturity. The Series 2020A Bonds that mature after October 1, 2029, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2030, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(xii) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the “Refunding Candidates”), all as hereinafter provided:

Series 2013A Bonds that are first subject to, and shall be called for redemption on October 1, 2021, and

Series 2013B Bonds that are first subject to, and shall be called for redemption on April 1, 2023, and

Series 2014A Bonds that are first subject to, and shall be called for redemption on October 1, 2023, and

Series 2014B Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015A Bonds that are first subject to, and shall be called for redemption on October 1, 2024, and

Series 2015B Bonds that are first subject to, and shall be called for redemption on or after April 1, 2025, and

Series 2016A Bonds that are first subject to, and shall be called for redemption on April 1, 2026, and

Series 2017A Bonds that are first subject to, and shall be called for redemption on April 1, 2027, and

Series 2018A Bonds that are first subject to, and shall be called for redemption on April 1, 2028, and

Series 2019A Bonds that are first subject to, and shall be called for redemption on April 1, 2029, and

Series 2020A Bonds that are first subject to, and shall be called for redemption on April 1, 2030, and

Any maturity of any of the foregoing series of bonds that mature prior to the first optional redemption date for such series of bonds.

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of \$450,000,000.

Section 2. Authorization of bonds. The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate “[Taxable] Public Improvement [and/or Refunding] Bonds, Series 2021[A], [B].” The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this Resolution. The

first interest payment date of such bonds shall be no later than thirteen months after the issuance of such bonds. The bonds shall be issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, and storm drainage improvements shall have an aggregate principal amount not to exceed the sum of the amount required to provide \$290,000,000 for such purposes.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the "Refunded Bonds") shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed \$450,000,000, and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate "Public Improvement Bonds, Series 2021 [A], [B]." If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated "[Taxable] Public Improvement Refunding Bonds, Series 2021 [A], [B]."

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2022, and a final maturity no later than July 1, 2024. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or

his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of \$5,000 and integral multiples of \$5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the “Replacement Bonds”) will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

- (1) DTC determines not to continue to act as securities depository for the bonds;
- (2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or
- (3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC (“Participants”) the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond

Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

Section 3. Sale of Bonds. Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and regulations. Bonds sold through a negotiated sale may be sold in a public sale or in a private placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2021. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

Section 4. Notice of Sale; Bids. If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk for the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution (the “Notice of Sale(s)”). Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the BiDCOMP/Parity Competitive Bidding System or similar electronic based competitive bidding system.

Section 5. Official Statement. The draft of the Preliminary Official Statement of the County (the “Preliminary Official Statement(s)”) relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the “final Official Statement(s)”) are hereby approved and authorized, and the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statement presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer’s approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

Section 6. Delegation and Standard. (a) *Competitive Sale Delegation* – The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive

bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a “delegate”), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2021, subject to the following conditions: (i) a delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 5.25% for bonds issued on a tax-exempt basis and 5.50% for bonds issued on a taxable basis, and (v) the Board of Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2021, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 5.25% for bonds issued on a tax-exempt basis and 5.50% for bonds issued on a taxable basis and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* – The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

(1) The series designations of such bonds;

(2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide \$290,000,000 for such public improvement purposes;

(3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;

(4) To determine to use additional County funds, in addition to the proceeds of any bonds issued, to refund the Refunded Bonds;

(5) The determination of the bonds as serial or term bonds;

(6) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such dates, provided that the first maturity date of bonds for public improvement purposes shall occur no later than December 1, 2022, and the final maturity date shall not be later than December 1, 2041;

(7) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(8) The interest payment dates, for the bonds and the record date for the bonds;

(9) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution; and

(10) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2021, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

Section 7. Forms of bonds. The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk for the Board of Supervisors and a facsimile of the

official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. _____

\$ _____

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY

[Taxable] Public Improvement [and/or Refunding] Bond, Series 2021 [A], [B]

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
[_____]	_____ %	_____, 2021	_____

Fairfax County, Virginia, is justly indebted and for value received hereby promises to pay to

or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

_____ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [_____ 1 or _____ 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [_____ 1 or a _____ 1] to which interest shall have been paid, in which

case from such date, such interest to the maturity hereof being payable on the 1st days of _____ and _____ in each year, the first interest payment date being _____, 20____, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia, on December 1, 2020 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, public library facilities and human services facilities and community development facilities [and/or (ii) refunding portions of [] outstanding series of bonds of Fairfax County, Virginia, designated []]].

The bonds of this series that mature on or before _____, 20____, are not subject to redemption before maturity. Bonds that mature after _____ 1, 20____, may be redeemed, at the option of the County, before their respective maturities on any date not earlier than _____ 1, 20____, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.]

[Insert make-whole or cost-of-funds call provisions, if applicable]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depository (either, a "depository") for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on those bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

The bonds are issuable in fully registered form in the denomination of \$5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its office the books of the County for the registration of transfer of bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate

principal amount equal to the unredeemed principal amount of this bond, of the same series and maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the ____ day of _____, 2021.

(Facsimile signature)

(Facsimile signature)

**Clerk, Board of Supervisors
of Fairfax County, Virginia**

**Chairman, Board of Supervisors
of Fairfax County, Virginia**

(Facsimile seal)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

Director of the Department of Finance of
Fairfax County, Virginia, as Bond Registrar

By _____
Authorized Signature

Date of authentication: _____, 2021

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by: _____

*Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 8(a). Optional redemption. The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(9). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed, plus accrued interest to the date of redemption. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds issued as taxable bonds shall not be subject to optional redemption prior to their maturity or upon the recommendation of the Financial Advisor to the County, notwithstanding the maximum redemption price referred to above, a make-whole or cost-of-funds premium shall be permitted for such taxable public improvement refunding bonds.

Section 8(b). Mandatory redemption. The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of such series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the

amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

Section 8(c). Redemption provisions in general. If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's Financial Advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the escrow agent or a depository (either, a "depository") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and

payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 9. Exchange; registration of transfer; Bond Registrar. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or

registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

Section 10. Full faith and credit pledged. For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

Section 11. Continuing Disclosure Agreement. The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 12. Tax covenant. The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

Section 13. Certificate concerning delegation. The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

Section 14. Authority of officers. The officers and agents of the County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

Section 15. Certification and filing. The Clerk for the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

A Copy – Teste:

Clerk for the Board of Supervisors

Draft Bond Sale Timeline*
Fairfax County, Virginia
General Obligation Public Improvement [and Refunding Bonds], Series 2021

October 2020							November 2020							December 2020							January 2021							February 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2			1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	28							
																					31														

Week of	Activity & Event	Responsible Party
Oct 5 th	First draft of County & School Board Resolutions, POS, & NOS, collectively, "Bond Documents" distributed	NRF
Oct 12 th	<i>Mon, Oct 12th – Columbus Day (Markets Closed)</i>	--
	Comments due on Bond Documents	All
	NLT Fri, Oct 16th – Draft CAFR data needed for PFM to prep for credit assessment	FX
Oct 19 th	Revised draft of Bond Documents distributed Date TBD – Send Resolution to School Board staff	NRF FX
Oct 26 th	Comments due on Bond Documents	All
Nov 2 nd	Mon, November 2nd – Board Item Title due	FX
	<i>Tues, November 3rd – Election Day</i>	--
	Wed, November 4th – Board Action Item due Revised draft of Bond Documents distributed	FX
Nov 9 th	Date TBD – School Board Meeting to consider Resolution	FX
	Draft Ratings Presentation distributed	PFM
	Comments due on POS/NOS	All
Nov 16 th	Date TBD – Credit Assessment Meeting	FX, PFM
	Comments on Ratings Presentation	FX
Nov 23 rd	Tues, Nov 24th – County/School Board Joint Meeting	FX
	<i>Thurs, Nov 26th – Thanksgiving Day (Markets Closed)</i>	--
	Date TBD – Ratings Prep Meeting #1	FX, PFM
	Revised draft POS/NOS distributed	NRF
	Revised Ratings Presentation distributed	PFM
Nov 30 th	Tues, Dec 1st – Board considers Bond Documents, FY2020 CAFR Published	FX
	Date TBD – Ratings Prep Meeting #2 (as needed)	FX, PFM
	Finalize Ratings Presentation	PFM
	Draft POS & other info sent to Rating Agencies	PFM

*All dates subject to change per market conditions

Note: Request to Fitch to receive affirmation of rating for the TIFIA Loan NLT to meet USDOT requirements NLT January 31st.

Legend:

FX = Fairfax County
PFM = PFM Financial Advisors LLC, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

11/12/2020

Draft Bond Sale Timeline*
Fairfax County, Virginia
General Obligation Public Improvement [and Refunding Bonds], Series 2021

October 2020							November 2020							December 2020							January 2021							February 2021								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2			1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27		
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	28								
																					31															

Week of	Activity & Event	Responsible Party
Dec 7 th	Potential week for Rating Discussions	FX, PFM
Dec 14 th	Potential week for Rating Discussions	FX, PFM
Dec 21 st	<i>Fri, Dec 25th – Christmas Holiday (Markets Closed)</i>	--
Dec 28 th	<i>Fri, Jan 1st – New Year's Day (Markets Closed)</i>	--
Jan 4 th	Circulate draft of POS/NOS POS Review Call Finalize POS/NOS	NRF FX, NRF, PFM All
Jan 11 th	NLT Thursday, January 14 th – Ratings Received Friday, January 15 th – POS & NOS Posted Friday, January 15 th – Apply for CUSIPs	-- NRF PFM
Jan 18 th	<i>Mon, Jan 18th – Martin Luther King Jr. Day (Markets Closed)</i> Pre-marketing calls to Underwriters Wed, Jan 20 th – inauguration Day (County closed)	-- PFM FX
Jan 25 th	Tues, Jan 26th – Competitive Sale Circulate draft of Closing Documents	FX, PFM NRF
Feb 1 st	NLT Thurs, Feb 4 th -- Finalize & Mail OS Comments on Closing Documents	NRF FX, PFM
Feb 8 th	Finalize Closing Documents Tues, Feb 9th – Closing	NRF All

*All dates subject to change per market conditions

Note: Request to Fitch to receive affirmation of rating for the TIFIA Loan NLT to meet USDOT requirements NLT January 31st.

Legend:

FX = Fairfax County
PFM = PFM Financial Advisors LLC, Financial Advisor
NRF = Norton Rose Fulbright, Bond Counsel

11/12/2020

Schedule of Bond Purposes
FY 2021 Bond Sale - Series 2021A (New Money)

Fund	Category	Referendum Date	BEGIN Authorized But Unissued Balance	FY 2021 Bond Sale Projection	END Authorized But Unissued Balance
County					
300-C30030	Library Facilities	11/6/12	10,000,000	2,000,000	8,000,000
300-C30030	Library Facilities	11/3/20	90,000,000	-	90,000,000
300-C30010	NVRPA	11/3/20	12,000,000	3,000,000	9,000,000
300-C30400	Park Authority	11/8/16	75,420,000	15,000,000	60,420,000
300-C30400	Park Authority	11/3/20	100,000,000	-	100,000,000
300-C30050	Road Bond Construction	11/4/14	70,140,000	15,000,000	55,140,000
300-C30000	Transportation Facilities (Metro)	11/8/16	19,100,000	19,100,000	-
300-C30000	Transportation Facilities (Metro)	11/3/20	160,000,000	22,900,000	137,100,000
300-C30070	Public Safety Facilities	11/6/12	18,510,000	18,510,000	-
	Public Safety Facilities	11/3/15	151,000,000	11,490,000	139,510,000
	Public Safety Facilities	11/6/18	182,000,000	-	182,000,000
300-C30010	Human Services Facilities	11/8/16	76,600,000	3,000,000	73,600,000
300-C30010	Human Services Facilities	11/3/20	79,000,000	-	79,000,000
200-C20000	Debt Service COI (Includes UW Discount)				
Subtotal County			\$1,043,770,000	\$110,000,000	\$933,770,000
Schools					
300-S31600		11/7/17	309,190,000	180,000,000	129,190,000
300-S31600		11/5/19	360,000,000	-	360,000,000
Subtotal Schools			\$669,190,000	\$180,000,000	\$489,190,000
TOTAL COUNTY AND SCHOOLS			\$1,712,960,000	\$290,000,000	\$1,422,960,000

**A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF
FAIRFAX COUNTY, VIRGINIA, TOTALING \$180,000,000 AND APPROVING THE FORM
OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF**

WHEREAS, at an election duly called and held on November 7, 2017, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$315,000,000 (the “2017 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the 2017 Referendum was to provide funds, in addition to funds from school bonds previously authorized, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors of Fairfax County (the “Board of Supervisors”) has heretofore issued _____ of the bonds authorized by the 2017 Referendum, leaving a balance of \$ _____ authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the “School Board”) deems it advisable for the Board of Supervisors to (i) issue school bonds authorized in the 2017 Referendum in an aggregate principal amount not to exceed \$180,000,000 (the “School Bonds”), (ii) determine certain pricing and sale details of the School Bonds, and (iii) determine whether to refund any prior public improvement bonds of the County that were issued for school improvements (the “Board of Supervisors Actions”); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Fairfax County, Virginia:

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, in an aggregate principal amount not to exceed \$180,000,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the “School Board Tax Certificate”) to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chairman, Vice Chairman or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chairman, Vice Chairman or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

CERTIFICATE OF THE SCHOOL BOARD

This certificate is provided to Fairfax County, Virginia (the “County”), by the School Board of Fairfax County, Virginia (the “School Board”), in connection with the issuance by the County of its [\$____,____,000 Public Improvement Bonds, Series 2020 [] [] and \$_____ Public Improvement Refunding Bonds, Series 2020 [] [] (collectively, the “Bonds”), the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the “[New] School Projects”) [and to refinance school projects that were financed with the proceeds of the County’s _____ Bonds and _____ Bonds (the “Refunded School Projects” and together with the New School Projects, the “School Projects”)],

The School Board recognizes that some of the representations made by the County in its Tax Certificate, dated _____, 2021, and executed in connection with the issuance of the Bonds (the “Tax Certificate”) must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in [Section 1 of Part B of the Tax Certificate] to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: [(i) with respect to paragraph (d) (“Definition of Private Use”), in the second paragraph, fourth line, after (“General Public Use”), there shall be deemed to be inserted “or other than as is excepted as private use by U.S. Treasury Regulations,” and (ii) with respect to paragraph (e) (“Management and Service Contracts”), the references to Management Contract Safe Harbors shall be deemed to include “or other applicable law.” Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.]

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [____ 1, 20__], except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of states and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal

Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder in effect on the date of original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of Fairfax County, Virginia

By: _____
Name:
Title:

Date: _____, 2020

* * * * *

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on _____, 2020, at _____, Virginia.

Date

Ilene D. Muhlberg, Clerk
School Board of
Fairfax County, Virginia

NOTICE OF SALE

\$ _____ *

FAIRFAX COUNTY, VIRGINIA**Public Improvement Bonds, Series 2021A**

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Board of Supervisors of Fairfax County, Virginia (the “County”), until 11:00 a.m., Fairfax, Virginia Time, on

January __, 2021*

for the purchase of all, but not less than all, of the \$_____ * Public Improvement Bonds, Series 2021A of Fairfax County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of October in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	
2030		2040	

* Preliminary, subject to change.

The County reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

BID PARAMETERS TABLE FOR THE BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due January __, 2021, at 11:00 a.m. Local Time
Anticipated Delivery/Closing Date:	February __, 2021	Bid Submission:	Electronic bids through BiDCOMP/PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	October 1, 2021	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedule, as more fully described on page VIII-6, under “Good Faith Deposit”
Zero Coupons:	Not Permitted	Max TIC	%
Split Coupons:	Not Permitted		
PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 2031, callable on April 1, 2031, and thereafter at par	Max. Aggregate Bid Price:	%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	Not to exceed %
		Low Coupon per Maturity:	10/1/2021 – 10/1/2030 No Limit 10/1/2031 – 10/1/2040 %

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds (the “Initial Maturity Schedule”) set forth on page 1 represents an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the

sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the “Bid Maturity Schedule” for the Bonds. If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule for the Bonds.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters’ discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County’s receipt of the initial public offering prices and yields of the Bonds (the “Initial Reoffering Terms”).

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being October 1, 2021, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the Bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Bonds are being issued as a series of bonds authorized for the purpose of providing funds, with other available funds, for School Improvements (\$180,000,000), Transportation Improvements and Facilities (\$57,000,000), Parks and Park Facilities (\$18,000,000), Public Library Facilities (\$2,000,000), Public Safety Facilities (\$30,000,000), and Human Services and Community Development Facilities (\$3,000,000). Proceeds of the Bonds may, depending on market conditions, be used to refund certain prior obligations of the County.

Term Bonds and Mandatory Redemption

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

Optional Redemption

The Bonds maturing on or after October 1, 2031*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, 2031*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of

* Preliminary, subject to change.

such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity, a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify PFM Financial Advisors LLC, the County's financial advisor, by telephone at (703) 741-0175. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via BiDCOMP/Parity. Bids must be communicated electronically to BiDCOMP/Parity by 11:00 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date; Other Changes to Notice of Sale"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button

in BiDCOMP/Parity to submit the bid to BiDCOMP/Parity. Once the bids are released electronically via BiDCOMP/Parity to the County, each bid will constitute an **IRREVOCABLE** offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under “Award of Bonds” below, represented by the rate or rates of interest and the bid price specified in their respective bids.

REVOCABLE BIDS ARE NOT PERMITTED.

By submitting a bid for the Bonds, each underwriter certifies it has an established industry reputation for underwriting new issuances of municipal bonds. The County will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the aggregate par amount set forth in Bid Maturity Schedule to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit. The wire information will be provided to the apparent successful bidder shortly after the bidding deadline.

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County prior to 5:00 p.m., Fairfax, Virginia Time on the date of receipt of bids. **ALL BIDS SHALL REMAIN FIRM UNTIL 5:00 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS.** An award of the Bonds, if made, will be made by the County within such six-hour period of time (11:00 a.m. – 5:00 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be calculated by determining the annual interest rate (compounded semiannually) at which the sum of the payments of the principal of and the interest on the Bonds discounted from their payment dates to the dated date of the Bonds

equals the aggregate price bid of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the successful bidder will be selected by the County by lot from among all such bidders.

Initial Reoffering Terms

The apparent successful bidder shall provide the initial public offering prices to the public (the “Initial Public Offering Prices”) and yields of each maturity of the Bonds (collectively the “Initial Reoffering Terms”) within 30 minutes of receipt of notice that it is the apparent winning bidder.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Norton Rose Fulbright US LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Norton Rose Fulbright US LLP, in its capacity as Bond Counsel, represents the County, and the

successful bidder waives any conflict of interest that Norton Rose Fulbright US LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Establishment of Issue Price

The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to the Closing Date a certificate acceptable to Bond Counsel setting forth the reasonably expected Initial Public Offering Price, or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

If the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Bonds, the County will treat the Initial Public Offering Prices as of the Sale Date of the Bonds as the issue price of the Bonds. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. Attached as Exhibit B is a form of the issue price certificate to be provided by the successful bidder to the County prior to the Closing Date if the competitive sale requirements are not satisfied and the hold-the-offering-price rule is applied. Exhibit B is provided in form only and may be modified as may be appropriate or necessary in the reasonable judgment of the successful bidder, the County or Bond Counsel.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (“Sale Date”) at the Initial Public Offering Prices set forth

in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the Initial Public Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; and
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The successful bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer that is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer that is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a

party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about February __, 2021, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

Application for CUSIP numbers with respect to the Bonds will be made by the County's financial advisor, but neither the failure to print CUSIP numbers on the Bonds nor any improperly printed CUSIP numbers shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds. The CUSIP Service Bureau's charge for the assignment of numbers shall be paid by the successful bidder.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and

notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to PFM Financial Advisors LLC (703) 741-0175.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Jill G. Cooper, Clerk

Exhibit A

FAIRFAX COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
PUBLIC IMPROVEMENT BONDS, SERIES 2021A

ISSUE PRICE CERTIFICATE
(for Competitive Sales to be modified if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A TO ISSUE PRICE CERTIFICATE

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B TO ISSUE PRICE CERTIFICATE

[Copy of Bid Submitted by Underwriter]

Exhibit B

FAIRFAX COUNTY, VIRGINIA
[\$[PRINCIPAL AMOUNT]
PUBLIC IMPROVEMENT BONDS, SERIES 2021A
ISSUE PRICE CERTIFICATE
(if Hold-the-Offering-Price Rule applies)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) [and the other members of the underwriting syndicate (together, the “Underwriting Group”)], hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of Fairfax County, Virginia (the “Issuer”).

1. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][The Underwriting Group] agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. *Defined Terms.*

(a) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [SHORT NAME OF UNDERWRITER][The Underwriting Group] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [date of award].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: _____

SCHEDULE A

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY __, 2021

NEW ISSUE – Full Book Entry

RATINGS: Fitch: “___”
 Moody’s: “___”
 S&P: “___”
 (See “RATINGS” herein)

In the opinion of Bond Counsel, under current law and assuming continuing compliance with certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended (the “Code”), as described herein, interest on the Series 2021A Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Series 2021A Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS – SERIES 2021A BONDS” herein for further information. Under current law, interest on the Series 2021B Bonds will be includable gross income of the owners thereof for federal income tax purposes. See “TAX MATTERS – SERIES 2021B BONDS” herein for further information.

\$ _____ *

**FAIRFAX COUNTY, VIRGINIA
 PUBLIC IMPROVEMENT BONDS, SERIES 2021A**

AND

\$ _____ *

**FAIRFAX COUNTY, VIRGINIA
 TAXABLE PUBLIC IMPROVEMENT REFUNDING BONDS, SERIES 2021B**

Dated: Date of Delivery**Due: October 1, as shown on the inside cover page**

Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2021.

A portion of the Series 2021A Bonds are being issued for the purpose of financing various public improvements. Subject to favorable market conditions, the Series 2021B Bonds and a portion of the Series 2021A Bonds are being issued to refund certain outstanding bonds of the County.

The Series 2021A Bonds and the Series 2021B Bonds maturing on and after October 1, 2031*, are subject to redemption prior to maturity as a whole or in part at any time on or after April 1, 2031*, at a redemption price of par plus accrued interest. The Series 2021B Bonds maturing on or prior to April 1, 2031*, are subject to make-whole optional redemption prior to maturity as a whole or in part at any time as described herein. See “THE BONDS – Make-Whole Optional Redemption – Series 2021B Bonds” herein.

The Bonds will be general obligations of Fairfax County, Virginia (the “County”), for the payment of which the Board of Supervisors of the County is unconditionally obligated to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation.

This page and the inside cover page contain certain information for quick reference only. They are not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel. The Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about February __, 2021.

January __, 2021

* Preliminary, subject to change.

FAIRFAX COUNTY, VIRGINIA

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Base CUSIP† Number 30382A

\$_____ * PUBLIC IMPROVEMENT BONDS, SERIES 2021A BONDS

Maturity Date <u>October 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Price or <u>Yield</u>	CUSIP† <u>Suffix</u>
2021	\$	%	%	
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and Fairfax County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

* Preliminary, subject to change.

FAIRFAX COUNTY, VIRGINIA

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Base CUSIP† Number 30382A

\$_____ * TAXABLE PUBLIC IMPROVEMENT REFUNDING BONDS,
 SERIES 2021B BONDS

Maturity Date <u>October 1</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	Price or <u>Yield</u>	CUSIP† <u>Suffix</u>
2021	\$	%	%	
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and Fairfax County, Virginia, does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

* Preliminary, subject to change.

Fairfax County, Virginia

BOARD OF SUPERVISORS

Jeffrey C. McKay, *Chairman*
Penelope A. Gross, *Vice Chairman*
Walter L. Alcorn
John W. Foust
Patrick S. Herrity
Rodney L. Lusk
Dalia A. Palchik
Kathy L. Smith
Daniel G. Storck
James R. Walkinshaw

COUNTY OFFICIALS

Bryan J. Hill, *County Executive*
Tisha Deeghan, *Deputy County Executive*
Rachel O'Dwyer Flynn, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Joseph M. Mondoro, *Chief Financial Officer*
Christina C. Jackson, *Director, Department of Management and Budget*
Christopher J. Pietsch, *Director, Department of Finance*

COUNTY ATTORNEY

Elizabeth D. Teare, Esquire

PAYING AGENT

Fairfax County Director of Finance
1200 Government Center Parkway, Suite 214
Fairfax, Virginia 22035-0074
(703) 324-3120

FINANCIAL ADVISOR

PFM Financial Advisors LLC
4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

BOND COUNSEL

Norton Rose Fulbright US LLP
799 9th Street NW, Suite 1000
Washington, D.C. 20001-4501
(202) 662-4760

For information relating to this Official Statement please contact:

Joseph M. Mondoro, *Chief Financial Officer*
Fairfax County, Virginia
12000 Government Center Parkway, Suite 561
Fairfax, Virginia 22035-0074
(703) 324-2391

No person has been authorized by Fairfax County, Virginia (the “County”), to give any information or to make any representations with respect to the County or the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

The Bonds are exempt from registration under the Securities Act of 1933, as amended. The Bonds are also exempt from registration under the securities laws of the Commonwealth of Virginia. The Bonds have not been registered under the Securities Act of 1933, as amended, and the County's bond authorization has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in the acts. The registration or qualification of the Bonds in accordance with applicable provisions of laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

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OFFICIAL STATEMENT
FAIRFAX COUNTY, VIRGINIA

Regarding
\$_____ * Public Improvement Bonds, Series 2021A
and
\$_____ * Taxable Public Improvement Refunding Bonds, Series 2021B

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the “County”), of its \$_____ * Public Improvement Bonds, Series 2021A (the “Series 2021A Bonds”), and \$_____ * Taxable Public Improvement Refunding Bonds, Series 2021B (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Bonds”).

The financial and operating data contained herein and in Appendix IV are as of the dates and for the periods indicated, which in many cases were prior to the outbreak of the COVID-19 pandemic. Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 pandemic on Fairfax County’s general economic and financial condition. See “GOVERNMENT SERVICES – COVID-19 Matters.”

THE BONDS

Authorization And Purposes; Refunding Plan

The Bonds will be issued under a resolution (the “Resolution”) adopted by the Board of Supervisors of Fairfax County (the “Board of Supervisors”) on December 1, 2020, pursuant to Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the “Act”).

A portion of the Series 2021A Bonds will be issued to provide funds[†] in the following amounts* for the following purposes (collectively, the “Public Improvements”):

School Improvements	\$180,000,000
Transportation Improvements and Facilities.....	57,000,000
Parks and Park Facilities.....	18,000,000
Public Library Facilities.....	2,000,000
Public Safety Facilities	30,000,000
Human Services and Community Development Facilities	<u>3,000,000</u>
Total	<u>\$290,000,000</u>

The Series 2021B Bonds and a portion of the Series 2021A Bonds are authorized to be issued to provide funds, with other available funds, to refund and to redeem prior to their respective maturities certain outstanding bonds, including all or a portion of the following outstanding bonds of the County

* Preliminary, subject to change.

[†] For purposes of this Preliminary Official Statement, it is assumed that proceeds of the Bonds will include a net bond premium in order to fund the purposes described above.

referred to hereafter as the the “2013A Refunding Candidates,” the “2013B Refunding Candidates,” the “2014A Refunding Candidates,” the “2014B Refunding Candidates,” the “2015A Refunding Candidates,” the “2015B Refunding Candidates,” the “2016A Refunding Candidates,” the “2017A Refunding Candidates,” the “2018A Refunding Candidates,” the “2019A Refunding Candidates,” and the “2020A Refunding Candidates,” and collectively as the “Refunding Candidates:”*

<u>Series of Refunded Bonds*</u>	<u>Principal Amount*</u>	<u>Maturities*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Nos. 303820†</u>
2013A			October 1, 2021	100	
2013B			April 1, 2023	100	
2014A			October 1, 2023	100	
2014B			October 1 2024	100	
2015A			October 1, 2024	100	
2015B			[April 1, 2025]	[101]	
2016A			April 1, 2026	100	
2017A			April 1, 2027	100	
2018A			April 1, 2028	100	
2019A			April 1, 2029	100	
2020A			April 1, 2030	100	

* Preliminary, subject to change.

†The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds.

The purpose of the refunding is to achieve present value debt service savings. The County’s decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Bonds. The County may refund only certain Refunding Candidates if refunding such Refunding Candidates permits the County to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the Bonds are referred to as the “Refunded Bonds.” The final Refunded Bonds will be described in the final Official Statement.

Upon delivery and issuance of the Bonds by the County, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with U.S. Bank National Association, pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of, or obligations unconditionally guaranteed by, the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal, applicable redemption premiums, and interest on the Refunded Bonds to their respective redemption dates. The arithmetical computations of the sufficiency of the cash and securities deposited with U.S. Bank National Association, to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA, LLC, Shawnee Mission, Kansas.

The anticipated sources and uses of the proceeds of the Bonds are summarized below.

Sources

Par amount of the Series 2021A Bonds.....	\$
Par amount of the Series 2021B Bonds.....	
Net offering premium.....	
Total Sources.....	<u>\$</u>

Uses

Public Improvements.....	\$
Deposit for payment of Refunding Bonds.....	
Underwriters' discount.....	
Other issuance expenses.....	
Total Uses.....	<u>\$</u>

Description

The Series 2021A Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2021, and the Series 2021A Bonds will mature in amounts on October 1 in each of the years 2021* through 2040*, inclusive, at rates as set forth on the inside cover page of this Official Statement.

The Series 2021B Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing October 1, 2021, and the Series 2021B Bonds will mature in amounts on October 1 in each of the years 2021* through 20__*, inclusive, at rates as set forth on the inside cover page of this Official Statement.

Interest on the Bonds is calculated based on a 360-day year consisting of twelve thirty-day months. The Bonds will be issued in denominations of \$5,000 and integral multiples thereof under the book-entry system of the Depository Trust Company ("DTC"), and principal and interest on the Bonds will be payable in the manner described in Appendix V, "BOOK-ENTRY ONLY SYSTEM."

Optional Redemption

The Series 2021A Bonds and the Series 2021B Bonds maturing on or after October 1, 2030*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date on or after April 1, 2031*, as a whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Make-Whole Optional Redemption – Series 2021B Bonds

"Make-Whole" Optional Redemption. The Series 2021B Bonds maturing on or prior to April 1, 2031*, are subject to redemption at the option of the County, in whole or in part, at any time, at the Make-Whole Redemption Price (as defined herein). The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the Series 2021B Bonds to be redeemed and (ii) the sum of the present

*Preliminary, subject to change.

value of the remaining scheduled payments of principal and interest on the Series 2021B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2021B Bonds are to be redeemed, discounted to the date on which the Series 2021B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (defined below) plus ___%; plus in each case, accrued and unpaid interest on the Series 2021B Bonds to be redeemed on the redemption date.

For purpose of determining the Make-Whole Redemption Price, the following definitions apply:

“Treasury Rate” means, with respect to any redemption date for any particular Series 2021B Bond, the greater of:

(i) the yield to maturity as of such redemption date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to maturity; provided, however, that if the period from the redemption date to maturity is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used; all as will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County at the County’s expense and such determination shall be conclusive and binding on the owners of the Series 2021B Bonds, and

(ii) the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue (defined below), assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price (defined below), as calculated by the Designated Investment Banker (defined below).

“Comparable Treasury Issue” means, with respect to any redemption date for a particular Series 2021B Bond, the United States Treasury security or securities selected by the Designated Investment Banker that has an actual or interpolated maturity comparable to the remaining average life of the Series 2021B Bond to be redeemed.

“Comparable Treasury Price” means, with respect to any redemption date for a particular Series 2021B Bond, (i) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations (defined below), the average of such quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers appointed by the County.

“Reference Treasury Dealer” means each of the four firms, specified by the County, from time to time, that are primary United States government securities dealers in the City of New York, New York (each a “Primary Treasury Dealer”); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the County will substitute another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date for a particular Series 2021B Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed

in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 P.M., New York City time, on the third Business Day preceding such redemption date.

Any Make-Whole Redemption Price of Series 2021B Bonds to be redeemed pursuant to the provisions described under this section will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the County to calculate such redemption price. The County may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

Selection of Series 2021B Bonds for Redemption

[Add Pro-rata Redemption language?] Series 2021B Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If less than all the Series 2021B Bonds are called for redemption the Series 2021B Bonds or portions thereof will be redeemed in a pro-rata manner for each maturity of Series 2021B Bonds, each \$5,000 increment being counted as one Series 2021B Bond for such purpose. If a portion of a Series 2021B Bond is called for redemption, a new Series 2021B Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

Defeasance of Series 2021B Bonds

Persons considering the purchase of a Series 2021B Bond should be aware that a defeasance of a Series 2021B Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2021B Bond for federal income tax purposes, without any corresponding receipt of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisers with respect to the tax consequences resulting from such events. See “TAX MATTERS – SERIES 2021B BONDS – Defeasance of Series 2021B Bonds” herein.

Mandatory Sinking Fund Redemption*

[This caption and one or more of the following paragraphs will be included in the final Official Statement only if the successful bidder for the Series 2021A Bonds elects to combine, in accordance with the related Notice of Sale, two or more consecutive serial maturities into any number of term bonds.]

The Series 2021A Bonds maturing October 1, 20__, and October 1, 20__, are subject to mandatory redemption in part, on a pro rata basis, on October 1 in the years shown below, at a redemption price equal to the principal amount thereof, plus accrued interest, if any, to the date of redemption in an amount equal to the sinking fund installments for such Series 2021A Bond for such date:

Series 2021A Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	
<hr/>	
† Final Maturity	

* Preliminary, subject to change.

Series 2021A Term Bonds Maturing October 1, 20__

<u>Years</u>	<u>Sinking Fund Installments</u>
20__	\$
20__	
20__†	

† Final Maturity
Notice of Redemption

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County will cause a notice of such redemption to be filed with the bond registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his or her address appearing upon the registration books of the County, but failure to mail such notice or any defect therein will not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, and the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity of a series then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption will state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption will be deemed to be revoked.

Security

The Bonds are general obligations of the County for which its full faith and credit are irrevocably pledged. The Act requires that the Board of Supervisors shall, in each year while any of the Bonds shall be outstanding, levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due, which tax shall be in addition to all other taxes authorized to be levied in the County.

State Aid Intercept

The provisions of Section 15.2-2659 of the Act, in substance, direct the Governor of Virginia, upon satisfactory proof of default by the County in the payment of principal of or interest on the Bonds, immediately to order the Comptroller of Virginia to withhold all further payment to the County of all funds, or any part thereof, appropriated and payable by the Commonwealth of Virginia (the "Commonwealth" or "State") to the County for any and all purposes until such default is remedied. For as long as the default continues, the law directs the Governor to require the Comptroller to pay to the holders of such Bonds or the paying agent therefor all of the withheld funds or as much as are necessary to cure, or to cure insofar as possible, the default on such Bonds. The Governor shall, as soon as

practicable, give notice of such default and of the availability of funds with the paying agent or with the Comptroller by publication one time in a daily newspaper of general circulation in the City of Richmond, Virginia, and by mail to the registered owners of such Bonds. Although the provisions of Section 15.2-2659 have never been tested in a Virginia court, the Attorney General of Virginia has opined that appropriated funds can be withheld pursuant to its provisions.

Remedies

The Bonds do not specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal of or interest on the Bonds, nor do they contain a provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such default. If a bondholder does not receive payment of principal or interest when due, the holder could seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the Board of Supervisors to levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due. The mandamus remedy, however, may be impracticable and difficult to enforce. The enforceability of rights or remedies with respect to the Bonds (but not the validity of the Bonds) may be limited by bankruptcy, insolvency, or other State or federal laws, heretofore or hereafter enacted, and equitable principles affecting the enforcement of creditors' rights.

No Litigation Respecting the Bonds

No litigation is pending or, to the best of the County's knowledge, threatened (a) to restrain or enjoin the issuance, sale, or delivery of any of the Bonds, the application of the proceeds thereof, or the pledge of tax revenues for payment of the Bonds, (b) in any way contesting or affecting any authority for the issuance or validity of the Bonds, (c) in any way contesting the existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County. See "CONTINGENT LIABILITIES AND CLAIMS" for a description of litigation affecting the County.

FAIRFAX COUNTY

GENERAL DESCRIPTION

Overview

The County is located in the northeastern corner of the Commonwealth of Virginia (the "Commonwealth") and encompasses a net land area of 407 square miles. Its current estimated population exceeds one million. The County is part of the Washington, D.C., metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of Fairfax County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors. (See Appendix I.)

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. (See Appendix II.) Property within these cities is not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In Fairfax County there are three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. (See Appendix III.) Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County (more fully discussed in “DEBT ADMINISTRATION – Underlying Bonded Indebtedness”).

Population

Fairfax County’s estimated 2018 population is 1,152,873. In 1980, Fairfax County was the third most populous jurisdiction in the Washington, D.C., primary metropolitan statistical area, as defined by the U.S. Bureau of the Census. By 1990, Fairfax County, with 818,584 residents, had become the most populous jurisdiction in the Washington, D.C. area, having added an average of 22,168 people per year in the 1980s. Population growth during the 1990s and 2000s slowed; on average, the County gained about 8,738 people per year during 2009-2018.

Fairfax County Population

<u>Calendar Year</u>	<u>Population</u>
1940	40,929
1950	98,557
1960	248,897
1970	454,275
1980	596,901
1990	818,584
2000	969,749
2001	984,366
2002	1,004,435
2003	1,012,090
2004	1,022,298
2005	1,033,646
2006	1,037,311
2007	1,041,507
2008	1,050,315
2009	1,074,227
2010	1,081,726
2011	1,100,692
2012	1,118,602
2013	1,130,924
2014	1,137,538
2015	1,142,234
2016	1,138,652
2017	1,142,888
2018	1,152,873

Sources: U.S. Bureau of the Census (1940-2000, and 2010 Decennial Censuses); FY 2011-2019 Fairfax County Comprehensive Annual Financial Report

The following table reflects the population age distribution of County residents, based on the U.S. Census Bureau's 2010 Decennial Census. The survey estimated the County's total population in 2010 at 1,081,726.

**Household Population Age Distribution
Fairfax County**

<u>Age Group</u>	2010	
	<u>Number</u>	<u>Percent (%)</u>
Under 20 years	285,405	26.4
20 – 34	218,781	20.2
35 – 54	339,757	31.4
55 – 64	131,493	12.2
65 and Over	<u>106,290</u>	<u>9.8</u>
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was \$117,515 and median family income was \$135,791 in 2017. Approximately 37.2% of the County's households and 44.6% of families had annual incomes of \$150,000 or more. The following table shows the 2017 household and family income distribution in the County.

2017 Household and Family Income Distribution (by Percentage)¹

<u>Income Level</u>	<u>Household</u>	<u>Family</u>
Under \$25,000	7.2%	5.2%
\$25,000 – 49,999	9.8%	8.7%
\$50,000 – 74,999	12.3%	10.1%
\$75,000 – 99,999	12.1%	10.6%
\$100,000 – 149,999	21.4%	20.8%
\$150,000 or more	37.2%	44.6%
Median Income	\$117,515	\$135,791

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

¹ Household Income is defined as that income which is available to all residents of a housing unit, regardless of relationship. Income is from all sources, before taxes and deductions, and includes wages, business, retirement, SSI, alimony, child support, interest, etc. Family Income is derived by including only those households containing two or more persons related by blood, marriage or adoption. Percentages may add to more than 100% due to rounding.

Certain County Administrative and Financial Staff Members

Bryan J. Hill, County Executive, was appointed as County Executive by the Fairfax County Board of Supervisors effective January 2, 2018. He was previously the Chief Administrative Officer and Clerk to the Board for James City County from 2014 to 2017; he previously spent seven years with Beaufort County, South Carolina, as deputy county administrator. At James City County, Hill was responsible for oversight of staff, major infrastructure projects, economic development, transportation initiatives and the development and implementation of that county's first strategic plan. He led the realignment of James City County's debt portfolio, which resulted in AAA ratings from each of the three major bond rating agencies. Hill also has served as the vice chancellor for finance and operations at the University of South Carolina's Beaufort/Bluffton Campus, and as the director of finance for the University of Maryland's Office of Information and Technology as well as director of administration for the Department of Aerospace Engineering. He has a bachelor's degree in public administration from Alfred University and a master's degree in public administration from the University of Southern California.

Tisha Deeghan, Deputy County Executive, was appointed in December 2017 as Deputy County Executive for Health and Human Services, which comprises ten agencies serving residents of Fairfax County and the Cities of Fairfax and Falls Church. Ms. Deeghan first joined Fairfax County in September 2014 as the Executive Director of the Fairfax-Falls Church Community Services Board (CSB). Prior to coming to Virginia, Ms. Deeghan worked for thirteen years as the Senior Vice President/Chief Operating Officer for Genesee Health System (GHS) in Flint, Michigan. Ms. Deeghan had responsibility for the agency's behavioral health and managed care operations, as well as integrated health programs, including a directly operated Federally Qualified Health Center, endeavoring to address the often-poor health status of the people served by GHS each year. She has worked in the field of mental health and substance use disorder treatment and prevention for 36 years, more than 30 of them in leadership roles, including 18 years as an accreditation surveyor for CARF and national healthcare consultant in both the public and private sectors. Ms. Deeghan has presented on related topics at numerous state and national conferences, including the American Public Health Association, National Council for Behavioral Health, and NIMH. Ms. Deeghan received her Bachelor of Science in Psychology from the Honors College, Michigan State University, and Master of Social Work from Michigan State University. She received her Master of Health Services Administration/Public Health from the Department of Health Management & Policy, University of Michigan School of Public Health.

Rachel O'Dwyer Flynn, Deputy County Executive, was appointed on January 22, 2019, by the Board of Supervisors. Ms. Flynn oversees the Department of Public Works and Environmental Services, the Department of Transportation, the Park Authority, the Department of Code Compliance, Land Development Services and the new Department of Planning and Development. Ms. Flynn has 35 years of experience in both private and public organizations as an architect, urban planner, director of planning/building/economic development and real estate development executive. Before her appointment as Deputy County Executive, Ms. Flynn was the director of design management, planning and entitlements at Google, and from 2016-2018, she was the vice president of FivePoint Communities. Previously, Ms. Flynn served as the director of the Department of Planning and Building for the City of Oakland, California, from 2013-2016; the director of planning for Otak International in Abu Dhabi from 2011-2012; the director for the Department of Community Development for the City of Richmond from 2006-2011; and the director of the Department of Community Planning and Development for the City of Lynchburg from 1998-2006. Ms. Flynn has led efforts to develop award-winning master plans and city-wide general plans throughout her career. She has been honored with numerous awards from civic and professional organizations for implementing successful and complex plans, progressive environmental initiatives and innovative GIS/technology programs. Ms. Flynn holds a bachelor's degree in architecture and a master's degree in engineering management from Catholic University and a master's in public administration from Harvard University. Ms. Flynn is a licensed architect and a member of the American Institute of Architects.

David M. Rohrer, Deputy County Executive, has worked with the Fairfax County Police Department for almost 32 years and was appointed chief in 2004. In addition, Mr. Rohrer has also served as deputy chief for investigations and operations support; Patrol Bureau commander; Special Operations Division and district commander; SWAT first-line supervisor; and first-line patrol supervisor. Mr. Rohrer has served two terms as chairman of the Metropolitan Washington Council of Governments Police Chiefs' Committee, and he is a member of numerous organizations, including the International Association of Chiefs of Police; the Major Cities Chiefs' Association; the Police Executive Research Forum; and the Virginia Association of Chiefs of Police. Mr. Rohrer holds a bachelor's degree in administration of justice from George Mason University.

Elizabeth D. Teare was appointed County Attorney by the Fairfax County Board of Supervisors effective July 1, 2016. Prior to her appointment, Ms. Teare served as the Deputy County Attorney for the Land Use and Environmental Law Section of the Fairfax County Attorney's Office from 2012 through

2016. From 2009 through 2012, she served as a Senior Assistant County Attorney and from 2000 to 2008 as an Assistant County Attorney. Prior to her tenure with the Fairfax County Attorney's Office, Ms. Teare was an associate attorney with a law firm known at that time as Surovell, Jackson, Colten & Dugan, P.C., in Fairfax, Virginia, from 1992 to 2000. She also worked as an Assistant Attorney General in Richmond, Virginia, in a temporary position from 1991 to 1992. Ms. Teare clerked for the Honorable Rosemarie Annunziata, who was then a Fairfax County Circuit Court Judge, from 1990 to 1991. Ms. Teare has been appointed by the Supreme Court of Virginia to serve on the faculty of the Virginia State Bar's Harry L. Carrico Professionalism Course. In addition, she has lectured on land use and environmental law related issues for the Fairfax County Bar Association and the Local Government Attorneys of Virginia. Ms. Teare received a Bachelor of Arts degree from Sweet Briar College, magna cum laude with high honors in English, in 1986. In 1990, Ms. Teare received her juris doctorate degree, cum laude, from the Washington and Lee University School of Law and was admitted to the Virginia State Bar later that year.

Joseph M. Mondoro has been the Chief Financial Officer of the County since September 2015. From 2015 until July 2019 he was also the Director of the Department of Management and Budget. From February 2004 until his appointment as Chief Financial Officer/Director of Management and Budget of the County, Mr. Mondoro served as Deputy Director of the Department of Management and Budget. Mr. Mondoro received his Bachelor's Degree in History and Government and a Master of Public Policy from the College of William and Mary. Mr. Mondoro worked as an analyst in the Financial Planning Bureau of the City of Norfolk, Virginia from 1993 to 1995. He joined the Fairfax County Department of Management and Budget in July 1995 as a budget analyst.

Christina C. Jackson was appointed Director of the Department of Management and Budget of the County effective July 20, 2019. Prior to assuming the duties of Director, Ms. Jackson served as Deputy Director from November 2015. Ms. Jackson received her bachelor's degree in Public Policy Studies and Political Science from Duke University and a Master of Public Affairs degree from the University of North Carolina at Greensboro. Ms. Jackson joined the Fairfax County Department of Management and Budget in December 2003 as a budget analyst.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in Finance. In addition, he is a Certified Public Finance Officer, Certified Internal Auditor and a Certified Bank Auditor.

County Employees

As of July 2020, the School Board of Fairfax County, Virginia (the "School Board"), supported 24,165 full time equivalent positions. The County supported 11,908 full time equivalent positions in activities funded directly or supported by the General Fund and 1,291 full time equivalent positions employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System"). Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes. Collective bargaining by public employees in Virginia is prohibited by current law, a restriction upheld by the Supreme Court of Virginia.

GOVERNMENT SERVICES

Reflecting its urban character, Fairfax County provides a comprehensive range of public services characteristic of its form of government under Virginia law and its integral position within the Washington metropolitan area. The following subsections describe principal governmental services and services performed in conjunction with other governmental entities.

General Government Administration

The County government center complex is located in the Fairfax Center area and is accessible by U.S. Routes 50 and 29, near Interstate Highway 66. The 675,000 square foot government center houses core County services and agencies. Three adjacent County office buildings provide an additional 760,000 square feet of space and house primarily human services, community development and public safety agencies and departments of the County. The County also occupies a 135,000 square foot governmental center for delivery of County services in the southeast part of the County, and has six remote governmental centers throughout the County. The centers provide office space for members of the Board of Supervisors, personnel, police, and building inspectors, and provide meeting rooms for community activities.

In June 2020, the International City/County Management Association (ICMA) announced that it had awarded its Certificate of Excellence to Fairfax County for the eleventh consecutive year. The County is among only 27 jurisdictions across the nation being recognized for their superior efforts and results in performance measurement and management with this award – the organization’s highest level of recognition – from the ICMA Center for Performance Measurement™ (CPM). The Certificate of Excellence is the highest of CPM’s three levels of recognition, and pays special tribute to the County’s efforts in identifying and reporting to the public key outcome measures and surveying of residents and employees, as well as the pervasiveness of performance measurement in the County’s culture.

Fairfax County’s Comprehensive Annual Financial Report for the fiscal year ended June 30, 2018, received the Certificate of Achievement for Excellence in Financial Reporting for the 41st year from the Government Finance Officers Association (GFOA). Fairfax County has also earned GFOA’s Distinguished Budget Presentation Award for the past 35 years. This award represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff to meet the highest principles of public budgeting. The Association of Public Treasurers of the United States and Canada (“APT”) has awarded the County certification for its investment policy every year since 1998, confirming that the County meets the high public investment standards set forth by the Association. Written investment policies submitted to the APT received vigorous peer team review for conformity with principles of sound investment management, careful public stewardship, and adoption of the profession’s best practices.

Public Schools

Fairfax County Public Schools (“FCPS”) is the largest educational system in the Commonwealth and the tenth largest school system nationwide, ranked by enrollment. The system is directed by a twelve-person School Board elected by County residents to serve four-year terms. A student representative with a one-year term participates in the School Board’s discussions but does not vote. Because the School Board is not empowered to levy taxes or to incur indebtedness, the operating costs of FCPS are provided by transfers to the School Board from the General Fund of the County and the federal and Commonwealth governments (see “FINANCIAL INFORMATION – General Fund Summary” herein). Capital construction funding for public school facilities is provided primarily by the sale of general obligation bonds of the County.

The FCPS system is a high-quality system offering a variety of programs. There is a strong academic program for college-bound students. More than 89% of FCPS graduates self-reported plans to enroll in post-secondary educational programs. In addition to the traditional academic curriculum, the Thomas Jefferson High School for Science and Technology provides a four-year college preparatory program for students who have a strong interest and high aptitude in mathematics, science, computer science, engineering, or related professional fields. The school is designated as one of the Governor's magnet schools for science and technology, and students from other Northern Virginia counties are admitted on a tuition-paying basis.

FCPS also offers an extensive program for students pursuing opportunities in technical careers, with courses in business, health occupations, industrial technology, marketing, trade and industrial, and family and consumer sciences studies. In addition, there are special programs offered for gifted children and for students with disabilities spanning ages 2 through 21. FCPS also provides an extensive adult education program offering basic education courses and general education, vocational, and enrichment programs.

As of FY 2021, the School Board operates 191 schools and 8 special education centers:

Fairfax County Public Schools

<u>Type of School</u>	<u>Number of Public Schools</u>
Elementary School	141
Middle School	23
High School	22
Secondary Schools ¹	3
Alternative High Schools	2
Special Education Centers	<u>8</u>
Total	199

Source: Fairfax County Public Schools FY 2021 Proposed Budget

¹ Grades 7-12.

The number of students attending Fairfax County Public Schools increased overall between FY 2012 and FY 2020. Enrollment for FY 2020 is 188,414, an increase of 10,496 students over the FY 2012 enrollment. FY 2021 approved enrollment is 189,837 students.

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Fairfax County Public Schools Enrollment

<u>Fiscal Year</u>	<u>Number of Public School Students</u>	<u>% Change</u>
2012	177,918	-
2013	181,259	1.88%
2014	183,895	1.45
2015	185,914	1.10
2016	185,979	0.03
2017	186,842	0.46
2018	188,403	0.84
2019	187,521	(0.47)
2020	188,414	0.48
2021	189,837	0.76

Source: Fairfax County Public Schools FY 2021 Proposed Budget

The average per pupil expenditures based on FY 2020 proposed budget operating costs for several Washington metropolitan area jurisdictions are as follows:

Washington Metropolitan Area Per Pupil Expenditures

<u>Jurisdiction</u>	<u>Per Pupil Expenditures</u>
Arlington County	\$19,921
Falls Church City	18,644
Alexandria City	18,136
Montgomery County (Md.)	16,726
Fairfax County	16,043
Loudoun County	15,241
Manassas City	13,581
Prince William County	11,875
Manassas Park	11,663

Sources: FY 2020 Washington Area Boards of Education Guide; FCPS FY 2021 Approved Budget. Data not available at time of compilation for Prince George's County

Of the Advanced Placement (AP) tests taken by FCPS students in 2017, 74% rated a score of 3 or above (on a grading scale of 1 to 5). In 2017, 38,599 AP tests were given, an increase of 13.6% from 2011. Students who score a 3 or above on at least three AP exams are recognized by the College Board as AP Scholars; the total number of FCPS students recognized as AP Scholars rose from 5,176 in 2011 to 6,428 in 2017.

For the 2017-2018 school year, FCPS' average SAT score was 1212, compared with the Virginia average of 1110 and the national average of 1049.

Public Works

The Department of Public Works and Environmental Services (DPWES) provides essential management, professional engineering, design, and construction services in support of the construction of roads, sidewalks, trails, storm drainage, sewers, street lights, bus shelters and public facilities (except

schools, housing, and parks). DPWES is also responsible for the acquisition of land for, and timely construction of, public facilities projects contained in bond referenda questions approved by the voters of Fairfax County. See “DEBT ADMINISTRATION – Bond Referenda Authorization” herein.

Wastewater generated in the County is treated at one County-owned treatment facility (Noman M. Cole, Jr. Pollution Control Plant), four inter-jurisdictional treatment facilities (District of Columbia Water and Sewer Authority’s Blue Plains Facility, and plants operated by the Upper Occoquan Sewage Authority, Arlington County, and Alexandria Renew Enterprises), and one private treatment facility (Harbor View Wastewater Treatment Plant). The County’s treatment capacity in the six facilities totals approximately 157 million gallons per day (“mgd”). In addition, the County has purchased 1.0 mgd from the Loudoun County Sanitation Authority and 0.1 mgd of capacity from the Prince William County Service Authority for future flow needs in the southern portion of the County.

DPWES manages and operates the I-95 Sanitary Landfill located on approximately 500 acres in the southern portion of the County. This facility is operated on a “special fund” basis, which utilizes tipping fees to pay for the operation and capital expenditures of the landfill. Since January 1, 1996, the landfill has been dedicated to the disposal of ash generated primarily by the incineration of municipal solid waste at the Arlington/Alexandria Energy-from-Waste Facility and the I-95 Energy/Resource Recovery Facility (“E/RRF”) located in Fairfax County. On older portions of the landfill, the County has initiated closure activities, which involve placing a synthetic or low permeability soil cap over the closed section of the landfill along with installation of landfill gas extraction wells and leachate collection systems. Capping activity has been completed on approximately 260 acres of the site. The closure project is a multi-phase construction project to continue through the remaining life of the facility. The County has established reserves for this purpose and has met the financial assurance requirements established by the Virginia Department of Environmental Quality regarding closure and post-closure care. Additional landfill requirements, whether debris or municipal solid waste, are met through separate contracts.

The E/RRF, which is operated by Covanta Fairfax, Inc., burns solid waste delivered to the facility from the County, other local governments, and merchants. The facility has a dependable electric capacity rating of 63 megawatts for sale to Dominion Virginia Power, although it has the ability to generate over 80 megawatts. Fairfax County and the Fairfax County Solid Waste Authority, which was created by the County, entered into a service contract in August 1987 with Ogden Martin Systems of Fairfax (now Covanta Fairfax, Inc.), under which Covanta Fairfax, Inc., was obligated to design, construct, operate, and maintain a 3,000 ton per day resource recovery facility at the I-95 Landfill Site. On April 11, 2014, the County and Covanta Fairfax, Inc. entered into a Waste Disposal Agreement (WDA) that became effective on February 2, 2016, and has an initial five-year term that has since been extended to February 1, 2026. Under the WDA, the County’s delivery commitment is 650,000 tons (as may be adjusted under the terms of the WDA).

February 2, 2017, a fire occurred at the E/RRF and caused significant damage to the facility. As a result, the County diverted all of its waste deliveries from the E/RRF from the time of the fire through the end of 2017. The facility reopened on January 1, 2018. During FY 2019, the E/RRF processed 674,726 tons of material.

Transportation

General

Fairfax County is served by various highway, rail, and air transportation facilities. The Capital Beltway (Interstate Highways 95 and 495), Interstate Highways 395 and 66 and the Dulles Toll Road

provide access to all parts of the Washington metropolitan area and major surface transportation corridors along the eastern seaboard. The Washington Metropolitan Area Transit Authority (“WMATA”) Metrorail system provides area residents with one of the largest and most modern regional transit systems in the world.

Two major airports serve the County with daily national and international service. Washington Dulles International Airport (“Dulles Airport”), located along the County’s western boundary, is also the site of a designated Foreign Trade Zone. Ronald Reagan Washington National Airport, located a few miles east of the County, is accessible by Interstate Highways 66 and 395. In 1987, control of these facilities was transferred by a 50-year lease from the federal government to the Metropolitan Washington Airports Authority (“MWAA”), a public authority created by inter-jurisdictional compact between the Commonwealth and the District of Columbia. In June 2003, the lease was extended to 2067.

Ground transportation receives significant attention from the County, primarily in an effort to relieve traffic congestion along the major arterials leading to Washington, D.C. and also to facilitate cross-County movement, connecting established and developing centers of commerce and industry. Recent efforts have included increased local funding for highway improvements, establishment of transportation improvement districts, creation of County transit systems, continued participation in WMATA, and other improvements which encourage increased use of Metrorail, bus services, and carpooling. The County also participates in a regional commuter rail system to expand transportation services available to County residents. In Virginia, the Commonwealth is generally responsible for highway construction and maintenance. However, highway improvement needs in Fairfax County far exceed the highway revenues available from the Commonwealth.

Since 1993, funding for County transportation projects has been received from Commonwealth bond financing, Federal Highway Reimbursement Anticipation Notes, Commonwealth general funds, fuel tax collections, County bond financing, Northern Virginia Transportation Authority tax collections and other revenue sources. A few of the many projects supported by these funding sources have included the Fairfax County Parkway, the County’s share of capital costs for the WMATA’s Metrorail system, the Dulles Toll Road, and improvements to U.S. Route 1, U.S. Route 29, I-66, I-95, I-495, the Fairfax County Parkway, State Route 7 and State Route 28.

Metro Transit System

Since 1970, Fairfax County and the other major political subdivisions in the Washington, D.C., metropolitan area have contracted with WMATA to finance, construct and operate a 103-mile Metrorail subway and surface rail transit system. Funding for the construction of the Metrorail system has come from direct Congressional appropriations and by direct local contributions. Five Interim Capital Contributions Agreements between WMATA and the participating political jurisdictions were executed to fully fund and complete the original 103-mile adopted regional system. By 2021, an additional 23 miles are expected to be added to the system with completion of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport. In July 2014, 11.7 miles of the Silver Line were completed and began operation.

WMATA’s Board of Directors periodically adopts a Capital Improvement Plan (“CIP”), which prioritizes and maintains the existing capital plant and rolling stock of the Metrobus and Metrorail systems. The regional counter-parties to WMATA periodically agree to updated funding agreements regarding their portion of capital priorities and infrastructure renewal projects. The County issues bonds as the primary source of the County’s share of WMATA’s CIP.

In 2018, the Virginia General Assembly adopted legislation to provide annual dedicated funding sources to Metro to address long-term capital needs. Revenue sources previously dedicated to the Northern Virginia Transportation Authority for the Transient Occupancy Tax and Grantor's Tax, in addition to redirecting two statewide revenue sources (state recordation tax currently used to pay bonds from the Northern Virginia Transportation District Fund and motor vehicle rental tax revenues), have been redirected to Metro. Also, a price floor on the regional gas tax was established to provide further dedicated funds to Metro.

The County's operating assistance to WMATA is funded from the General Fund, gasoline tax receipts, and State aid. Fairfax County's share of the bus and rail operating subsidies for FY 2012-FY 2021 are shown in the following table:

Fairfax County WMATA Operating Subsidies
(Millions of Dollars)

<u>Fiscal Year</u>	<u>Bus Operations^{1,2}</u>	<u>Rail Operations¹</u>	<u>ADA Para-transit¹</u>	<u>Less State Aid³</u>	<u>Less Gas Tax Receipts⁴</u>	<u>Adjustments and Interest Applied</u>	<u>Net General Fund</u>
2012	\$47.458	\$19.481	\$12.410	\$46.252	\$26.163	\$2.259	\$4.675
2013	48.829	26.209	12.424	49.734	28.568	0.056	9.104
2014	52.118	34.952	13.351	63.893	23.274	4.119	9.135
2015	53.349	39.271	13.367	69.971	24.501	1.974	9.541
2016	57.820	46.666	13.661	91.867	17.262	0.168	8.850
2017	63.200	42.186	13.262	91.247	15.841	0.701	10.859
2018	63.732	58.237	13.417	106.977	16.631	0.874	10.904
2019	63.106	62.230	14.884	108.403	18.407	1.039	12.371
2020	65.273	72.417	20.119	95.546	18.287	1.292	42.684
2021	59.549	74.167	20.157	73.907	18.000	0.300	61.666

Sources: Fairfax County Department of Transportation and Department of Management and Budget

¹ The amounts shown for operating subsidies represent actual disbursements in those years. Adjustments based on final WMATA annual audited figures are incorporated in the fiscal year in which the credit for an overpayment was applied or a debited amount was paid rather than the fiscal year in which the credit or debit was earned. Fiscal Years 2012-2020 are actual amounts, and FY 2021 is an estimate.

² Includes other service enhancements.

³ Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

⁴ A 2% retail gasoline tax is dedicated to mass transit costs in those Northern Virginia jurisdictions covered by the Northern Virginia Transportation Commission ("NVTC"). The receipts from this tax are paid to NVTC, which then allocates these funds to participating jurisdictions for payment of transit operating, capital and debt service costs.

Tax Districts

Transportation improvement districts provide another source of funding for transportation improvements in the County. The County, together with Loudoun County, a neighboring jurisdiction, formed the Route 28 Highway Transportation Improvement District (the "Route 28 District") in 1987 to accelerate highway improvements proposed by the Commonwealth to State Route 28. State Route 28 runs approximately parallel to the County's western border and connects State Route 7 in eastern Loudoun County to U.S. Route 50 and Interstate Highway 66 in western Fairfax County. The initial improvements, which consisted of expanding State Route 28 from two to six lanes, with additional turning lanes, are now complete. State Route 28 provides access to Washington Dulles International Airport, as do the Dulles Access Road and the Dulles Toll Road, both of which connect the Capital Beltway to Dulles Airport. Such improvements were financed from proceeds of a special improvements

tax (the “Route 28 Special Improvements Tax”) collected from owners of real property zoned for commercial and industrial use in the Route 28 District and bonds issued by the Fairfax County Economic Development Authority (the “EDA”) secured by the Route 28 Special Improvements Tax collections.

In 2001, the Virginia General Assembly enacted legislation permitting the creation of one or more special transportation taxing districts located between the West Falls Church Metrorail station and the Dulles Airport area to provide a means of financing an extension of rail service in the Dulles Corridor. The structure of any such district is modeled after the existing Route 28 District. In February 2004, pursuant to a petition submitted by landowners representing a majority of the assessed value of property zoned for commercial or industrial use in the Tysons and Reston commercial districts, the Board of Supervisors formed the Phase I Dulles Rail Transportation Improvement District (the “Phase I District”) to provide funds to support the County’s share of Phase I of a proposed expansion of the Metrorail system to Dulles Airport and beyond (“Phase I”). Funds for financing the County’s \$400 million share of the Phase I expansion of the Metrorail system are provided from a real estate tax levy on all property zoned for commercial and industrial use in the Phase I District (the “Phase I Special Improvements Tax”). In December 2013, the County provided to MWAA its required \$400 million share for the Phase I Project from the proceeds of the Phase I Special Improvements Tax and from bonds issued by the EDA secured by the Phase I Special Improvements Tax collections. Metrorail service for Phase I began in July 2014.

Phase II of the proposed expansion of the Metrorail system (“Phase II”) will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. In October 2009, the County received a valid petition to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts to provide \$330 million toward the County’s portion of the Phase II financing. The Phase II tax district was approved by the Herndon Town Council on November 11, 2009, and by the Fairfax County Board of Supervisors on December 7, 2009. On May 9, 2014, the United States Department of Transportation (“USDOT”) approved an application of the County to receive loans in the aggregate principal amount of up to \$403,274,894 plus capitalized interest to fund County obligated Phase II project costs (the “TIFIA Loan”). The TIFIA Loan closed on December 17, 2014. As of June 30, 2020, the outstanding balance on the TIFIA Loan, including accrued interest, was \$438,449,290.

County Transit Systems

Within the County, the Fairfax Connector System provides feeder bus service to Metrorail Stations. The Fairfax Connector operates 84 routes to 13 Metrorail Stations, which include the Dunn Loring, Crystal City, Franconia-Springfield, Huntington, McLean, Pentagon, Pentagon City, Spring Hill, Tysons Corner, Van Dorn Street, Vienna, West Falls Church, and Wiehle-Reston East stations. Private contractors operate and maintain the service and have the responsibility to employ and supervise all transit personnel, while the Board of Supervisors maintains control and approves all policies for bus service such as routes and service levels, fare structures, and funding assistance. The Fairfax Connector System is supported from General Fund and fare box revenues. FY 2020 actual results also include support of \$6.2 million from State aid. The Fairfax Connector carried approximately 8.3 million passengers in FY 2019, and FY 2020 ridership was projected to be approximately 8.4 million, but is expected to be lower when reconciled to final numbers due to the impact of the COVID-19 pandemic. Fairfax Connector System expenditures totaled approximately \$99.3 million in FY 2020, and are projected to be \$116.5 million in FY 2021, including capital expenditures. The County runs three permanent maintenance and garage facilities for the Fairfax Connector System, with bus operations management provided by a third-party contractor.

Commuter Rail

Fairfax County is a member of the Northern Virginia Transportation Commission and, in cooperation with the Potomac and Rappahannock Transportation Commission, is a participating jurisdiction in the operation of the Virginia Railway Express (“VRE”) commuter rail service. As of December 2019, the service consisted of eight peak period trips from south of the County in Spotsylvania County to north of the County in the District of Columbia and six peak trips that run from west of the County in the City of Manassas to north of the County in the District of Columbia. Under a Master Agreement among VRE’s participating jurisdictions, the County is to contribute to capital, operating, and debt service costs of the VRE on a pro rata basis according to its share of ridership. The County’s share of the FY 2021 commuter rail operating and capital budget is \$6.4 million.

Parks, Recreation and Libraries

Fairfax County provides a variety of recreational, educational, and cultural activities and services. In FY 2019, the Fairfax County Public Library system (the “Library System”) made more than 10.9 million loans and recorded more than 4.5 million visits to its 23 branches, and reported more than 3.0 million user visits to its web site. The Library System offers free events and activities, including puppet shows for toddlers, story time for school-aged children, book discussion groups for teens, author visits for adults, and English conversation classes for English for Speakers of other Languages customers (or new arrivals). The Library System also makes library services available and accessible to people who have disabilities or are homebound.

The Department of Neighborhood and Community Services provides a variety of recreational, community, and human services for County residents. These services include senior adult programs and centers, therapeutic recreation services for individuals with disabilities, a variety of youth programs including recreational activities at youth centers, community-based recreational opportunities, support for Fairfax County’s various volunteer sports councils and leagues, and a variety of volunteer opportunities.

Fairfax County also operates an extensive park system that provides a variety of recreational activities and facilities. Under the direction of a 12-member Park Authority Board appointed by the Board of Supervisors, the Fairfax County Park Authority (“FCPA”) works with constituents, government leaders and appointees to implement Park Authority Board policies, preserve and protect natural and cultural resources, and facilitate the development of park and recreation programs and facilities. FCPA oversees operation and management of a 23,584-acre County park system with 427 parks, nine recreation centers, eight golf courses, an ice skating rink, 209 playgrounds, 668 public garden plots, five nature centers, three equestrian facilities, 452 FCPS athletic fields, 42 synthetic turf fields, 263 Park Authority-owned athletic fields, 82 historic sites, two waterparks, a horticultural center, and more than 334 miles of trails. In FY 2019, FCPA welcomed almost 14.9 million visitors to parks, groomed fields for more than 200 youth and adult sports organizations, improved its trail system, and worked to control non-native invasive plants, promote native species and preserve woodlands and green open spaces.

FCPA charges fees for the use of certain park facilities including the recreation and fitness centers, classes, camps, programs and golf courses, which are operated on a cost recovery basis, and represent approximately 65% of FCPA’s funding. The remaining operating funds are appropriated by the Board of Supervisors from the County’s combined general fund, providing the main operating funds for natural and cultural preservation and protection, administrative tasks, general access parks, planning and development, and park maintenance and operations. User fees do not cover the cost of new development of facilities, land acquisition, or the major renovation of existing facilities. These improvements are funded primarily through revenue bonds and general obligation bonds. General obligation bonds are primarily used for the renovation of existing facilities.

The Northern Virginia Regional Park Authority (“NVRPA”), an independent entity in which the County participates, operates 31 parks covering approximately 12,000 acres throughout Northern Virginia including the County. NVRPA is continually in the process of completing, acquiring, developing, or expanding its regional park facilities.

Community Development

The Fairfax County Redevelopment and Housing Authority (“FCRHA”) was established in 1966 to meet low and moderate income family housing needs. It owns or administers housing developments in Fairfax County with staff and funding provided from County, federal, Commonwealth, and private sources. As of June 2019, the FCRHA owns or operates 86 properties, which are comprised of over 3,800 apartments, townhouses, senior retirement homes, assisted living facilities and specialized housing units. The FCRHA also owns other specialized housing such as mobile home pads and beds in group homes. The FCRHA also administers 5,170 federal Housing Choice Vouchers and Rental Assistance Demonstration-Project Based Vouchers. In FY 2019, 18,445 people were served through the FCRHA’s major affordable housing programs: the Housing Choice Voucher (HCV) and the Rental Assistance Demonstration-Project-Based Voucher (RAD-PBV) assistance programs and the Fairfax County Rental Program (FCRP). In FY 2019, the average income of households served in these programs plus the local Bridging Affordability tenant subsidy program was approximately \$26,422, or 27% of Area Median Income for a family of two (the average size of the households served). This meets the U.S. Department of Housing and Urban Development’s (HUD) definition of “extremely low income.”

The FCRHA has provided various financing resources to developers to help create or preserve privately owned multifamily developments. Such developers have used FCRHA’s financing along with low-income housing tax credits to create or preserve over 2,000 units for lower income tenants. The Fairfax County Board of Supervisors (the Board) adopted the Countywide and Tysons Workforce Dwelling Unit Administrative Policy Guidelines (the WDU Policies) in 2007 and 2010, respectively. The WDU Policies were designed to encourage the development of rental and for-sale units affordable to households with a wide range of income throughout the County. The WDU Policies provide a proffer-based incentive system that encourages the voluntary development of WDUs in the County’s high-density areas consistent with the Comprehensive Plan. The current WDU Policies create between 12 to 20 percent of total new units as WDUs for households earning up to 120 percent of the Area Median Income and allow a maximum density bonus of up to 20 percent. To date, the WDU Policies produced approximately 1,640 WDUs (1,618 rental and 22 for-sale).

In 2019, the Board established a WDU Policy Task Force to evaluate the WDU Policies to ensure the WDUs provided would enable housing affordability in the County. The WDU Policy Task Force presented its policy recommendations to the Board in June 2020. In July 2020, the Board authorized consideration of a Comprehensive Plan Amendment based on the WDU Policy Task Force policy recommendations. The Comprehensive Plan Amendment is anticipated to be scheduled for public hearing and board action in February 2021.

Other County services include efforts to increase local employment opportunities by encouraging and retaining business and industrial development through the County’s EDA. On July 1, 2007, the County established an Office of Community Revitalization and Reinvestment (“OCR”). The mission of the OCR is to facilitate strategic redevelopment and investments within targeted commercial areas of the County that align with the community vision, and improve the economic viability, appearance and function of those areas. Among other initiatives, the OCR is charged with working with property owners and the community to facilitate interest and participation in commercial development activities, and to develop public/private partnerships that further the County’s revitalization, redevelopment, and

reinvestment efforts. As part of the FY 2020 Adopted Budget Plan, OCR and the Department of Planning and Zoning were merged into the newly created Department of Planning and Development.

Health and Welfare

The County provides services designed to protect, promote, and improve the health and welfare of Fairfax County citizens through a decentralized human services program. Based on individual needs, County human service centers define a comprehensive assistance plan that utilizes the services provided by all County departments. The County operates human service centers in locations convenient to residents to provide financial, medical, vocational, and social services. The Fairfax-Falls Church Community Services Board (“CSB”) is responsible for planning, organizing, and providing services to individuals who have a mental illness, intellectual disability, or a substance use disorder. The CSB provides state mandated services to assist, improve, and maximize the potential of individuals affected by these conditions and strengthen their capacity for living self-determined, productive, and valued lives. The CSB is part of the Fairfax County Human Services System providing its services at many sites throughout the County, including seven community mental health centers, several outpatient sites, a detoxification center, group homes, consumer-operated drop-in centers, and several specialized residential treatment sites.

The County also provides subsidized day care programs for older adults and children of low-income families, two special needs centers that serve emotionally disturbed or physically challenged children, and group homes for youth with serious emotional disturbances. Residential treatment services are also offered in the areas of substance abuse as well as substance abuse outpatient and specialized day treatment programs. Vocational and residential programs are also available for adults with intellectual disabilities and serious mental illness.

Financial assistance and social services are available to eligible residents. For low-income families and individuals, the Department of Family Services (“DFS”) administers federal, Commonwealth, and local programs, such as public assistance, employment and training, and subsidized child care, as well as programs targeted to at-risk children, such as child abuse prevention, Child Protective Services, Foster Care and Adoption, and services purchased under the Comprehensive Services Act. For older adults, DFS also administers programs that include federal funds granted to localities, Commonwealth funds and additional support from the County. The federal and state governments partially reimburse DFS for the cost of administering the programs based on an annual allocation to the County as well as program costs. DFS operates the County’s School-Age Child Care (“SACC”) program in 139 centers located in 136 Fairfax County Public Schools (“FCPS”), one FCPS community building, one County recreation center, and one County community center. Approximately 11,000 children participate in before-and-after-school SACC programs during the school year and in full-day programs in the summer and during school vacations. Since FY 1986, the County has provided a comprehensive County transportation service, Fastran, for qualified elderly, disabled, and low-income persons. Transportation is provided by bus, van, or cab on a door-to-door basis to County programs, medical care, grocery stores, and other destinations.

COVID-19 Matters

The COVID-19 (Coronavirus) pandemic has quickly and significantly changed the economic outlook across the country and the world, including in Fairfax County. Many County residents have been furloughed or have been laid off from their jobs. As part of the Virginia Governor’s Phase 3, Forward Virginia, which began on July 1, 2020, businesses across the County are opened with reduced staff and capacity and operating under social distancing guidelines. Restaurants and beverage services are open, but bar seating is prohibited, and fitness and exercise facilities are open at seventy-five percent capacity.

Childcare and personal grooming are also open, and County parks and athletic fields are open, but indoor facilities remain closed. Face coverings are required in Fairfax County and all public buildings. County residents are encouraged to utilize virtual County services offered online, by phone, and through appointment. The Board of Supervisors extended the deadline to pay the first half of real estate taxes from July 28, 2020, to August 28, 2020. The Board of Supervisors met virtually for meetings this past spring, and in July 2020 the Board of Supervisors returned to in-person meetings with socially-distant spacing. Fairfax County Public Schools will provide primarily virtual learning in the fall of 2020.

The FY 2020 Third Quarter Review reflected several adjustments necessary to fund FY 2020 spending and reserve requirements. The coronavirus pandemic (COVID-19) rapidly escalated, with school closures and event cancellations, and consumers were asked to stay home to combat the spread of the virus. All revenue categories were closely monitored. County agencies were requested to defer all non-critical expenditures for the remainder of FY 2020. As a result, savings identified as part of the FY 2020 Third Quarter Review – totaling \$11.3 million – were set aside in a reserve to address the COVID-19 pandemic, including necessary spending requirements as well as to offset potential revenue losses.

As part of the FY 2020 Carryover Review process, County staff submitted to the Board of Supervisors on July 28, 2020, yearend financial results. The FY 2020 General Fund Revenues and Transfers In were \$4.66 billion, a decrease of \$14.7 million, or 0.3 percent, from the FY 2020 Revised Budget Plan estimate. The revenue estimates included in the FY 2020 Revised Budget Plan were based on revenue collections through the end of February 2020, before the COVID-19 pandemic started disrupting economic activity nationwide. The FY 2020 preliminary Business, Professional, and Occupational License (BPOL) Tax collections are \$173.8 million or 4 percent above the FY 2019 actual of \$167.2 million. The FY 2020 preliminary Sales Tax collections are \$189.8 million or 1.5 percent above the FY 2019 actual of \$187.0 million. In addition, County agencies realized disbursement balances because of continuing close management of agency spending, which included filling essential positions only and focusing on critical expenditures. The FY 2020 General Fund Disbursements were \$274.38 million or 5.8 percent below the FY 2020 Revised Budget Plan estimate. As a result, Fairfax County's combined revenue and disbursements balance, after funding prior year obligations and reserve adjustments, totaled \$225.29 million. Of this ending balance, \$77.28 million was from the general fund, and \$148.01 million was from the County's CARES fund, which is described in more detail below.

Projecting revenues at this time is extremely difficult. As many businesses are opened with reduced staff and capacity, and County residents are encouraged to stay at home, the County is expecting declines in a number of revenue categories. A revenue category of particular concern during FY 2021 is the BPOL Tax. FY 2021 BPOL revenue will be based on gross receipts of businesses generated during calendar year 2020. Very little actual data will be available to help assess the impact of the COVID-19 pandemic and forecast FY 2021 BPOL receipts throughout the fiscal year. The County has assumed a 11 percent reduction in BPOL revenues in FY 2021 compared to its FY 2020 preliminary amount. Another important revenue source that is projected to decline in FY 2021 is Sales Tax, for which the County has assumed a 10 percent reduction in FY 2021 compared to its FY 2020 preliminary amount. School-Age Child Care (SACC) revenue is also expected to be negatively impacted as a result of the Fairfax County Public Schools' decision to provide all virtual learning in the fall. The scale of the reductions will be affected by the course of the pandemic, the prospects of developing a vaccine and effective treatments, the duration of the restrictions established by governments to control the spread of the virus, consumer confidence, and businesses' responses as well as the effect of current and future fiscal and monetary measures implemented in support of the economy. The County is adding a new Mid-Year FY 2021 Budget Review to the budget calendar this year. This will provide for Board of Supervisors Budget Committee review as part of meetings scheduled for November 2020 and January 2021, with final approval in January 2021. This review will include updates to all revenue and expenditure categories based on additional months of financial data.

In April 2020, the County received \$200.2 million in federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which must be spent by December 30, 2020. The funding was appropriated as part of the FY 2020 Third Quarter Review. Expenses to date in FY 2020 total \$52.2 million, and the remaining balance of \$148 million has been carried forward as part of the FY 2020 Carryover Review process. The County CARES Act Funding has been allocated to the following areas: Relief Initiative to Support Employers (RISE) Grant program to small businesses and non-profits, the County's public health response and contact tracing program, support for County residents requiring assistance for basic needs, medical isolation program for vulnerable residents, support for County small businesses and non-profits, costs related to personal protective equipment and enhanced sanitation practices, expenses related to expanded telework options for County employees, and support for the towns of Herndon, Vienna, and Clifton. County staff provide monthly CARES funding reports to the Board of Supervisors..

The financial and operating data contained in this Official Statement and in particular in Appendices A and B are as of the dates and for the periods indicated, which were prior to the outbreak of the COVID-19 pandemic. Such financial and operating data have not been updated to reflect any potential impacts of the COVID-19 pandemic on the County's general economic and financial condition.

Judicial Administration

Fairfax County's court system is one of the most sophisticated systems in Virginia in its use of advanced case management techniques and rehabilitation programs. The County uses automated systems to support case docketing and record retrieval, electronic filing and imaging in the land recordation process, juror selection, service of notices and subpoenas, and the processing of criminal and traffic warrants and collecting delinquent tax obligations.

The County has undertaken rehabilitation efforts through the Juvenile and Domestic Relations District Court and the Office of the Sheriff. These efforts include work training programs and counseling services for both adult and juvenile offenders. Additionally, residential treatment services are provided for juvenile offenders, and a work release program is provided for offenders confined in the County's Adult Detention Center.

Public Safety

A number of agencies share responsibility for public safety in Fairfax County. The Police Department, which is responsible for law enforcement, has an authorized strength of 1,492 police officers and 329 civilian personnel, with 10 positions supported by grant funding, effective July 1, 2020. The Police Department is accredited by the Virginia Law Enforcement Professional Standards Commission, which signifies the Department's compliance with standards that are specific to Virginia law enforcement operations and administration. The commanders of the eight police district stations located throughout the County have considerable latitude to tailor their operations to provide police services in ways most responsive to the needs of their respective communities, including community policing endeavors. The department has specialized units that operate as both standing (staffed full time) and non-standing units (staffed as needed), including the Helicopter Division, which operates two helicopters to provide support to general police operations, traffic monitoring, emergency medical evacuation, and rescue support; the Criminal Intelligence Unit, which provides an effective response to organized criminal activity including terrorist-related, gang, and bias crimes; the Gang Unit, which provides regional leadership directed at combating gang crime through prevention and enforcement initiatives; and the Language Skills Support Unit, which serves to bridge the gap in the diverse cultures in the community by providing language support for the successful resolution of major criminal investigations.

Over the past 10 years, the County has maintained one of the lowest rates of serious crimes among jurisdictions in the Washington metropolitan area and among comparable suburban jurisdictions throughout the United States. Additionally, the Police Department has continually attained a clearance rate for violent crimes such as murder, rape, and robbery far above the national averages for such offenses. At the same time, Fairfax County has maintained one of the lowest per capita costs for police services of all the local jurisdictions in the Washington metropolitan area.

Fire and rescue services are provided by 1,417 paid uniformed personnel, 185 paid civilian support personnel, and approximately 300 operational volunteers as of July 1, 2020. The County operates 38 fire and rescue stations. The department operates various specialty units, including paramedic engine companies, a hazardous materials response unit, a technical rescue operations team, an arson canine unit, and a water rescue team whose members are certified in swift water rescue. The department also supports regional, national, and international emergency response operations through maintaining and supporting the Urban Search and Rescue Team (“US&R”). US&R operates under the auspices of the Department of Homeland Security for domestic responses and is sponsored by the United States Agency for International Development/Office of Foreign Disaster Assistance for international deployments. In addition to emergency response, the department provides various non-emergency services.

In May 2004, the Office of Emergency Management was established as a separate agency serving as the County’s focal point for emergency preparedness and internal and external coordination to respond to natural, technological, and terrorist-related emergencies. Employees provided emergency management services for Fairfax County, including the Towns of Clifton, Herndon and Vienna. The major areas of focus include emergency management planning and policy, the County-wide emergency training and exercise program, public preparedness and education, and enhancement of response and recovery capabilities.

Water Supply Service

Fairfax Water (“FW”) provides retail water service to residents of Fairfax County and the cities of Fairfax and Falls Church. In addition, FW supplies water for resale, principally in the City of Alexandria, Loudoun County, Prince William County, Fort Belvoir, Towns of Vienna and Herndon. The average total retail and wholesale population served by FW is estimated at 2,000,000 persons. FW, which operates the largest water system in the Commonwealth of Virginia, was established by the Board of Supervisors in 1957 to develop a comprehensive, County-wide water supply system through the acquisition of existing systems and the construction of new facilities. FW is an independent body administered by a ten-member board appointed by the Board of Supervisors. FW finances its capital improvements through the issuance of revenue bonds that are not backed by the full faith and credit of the County but principally repaid by revenues derived from charges for services rendered. Effective April 1, 2020, FW’s basic retail water charge is set at \$3.20 per 1,000 gallons, plus a quarterly service charge (currently \$14.40 for most single-family homes and townhouses). To pay for treatment and pumping capacity which is used only during periods of high demand, FW also levies a peak use charge of an additional \$3.85 per 1,000 gallons (also effective April 1, 2020) on customers who exceed their winter quarter consumption by 6,000 gallons or 30%, whichever is greater. There also are fees for initial connection to the system and for opening, closing, or transferring an account.

FW uses three sources of water supply (Occoquan and Potomac Rivers and the Washington Aqueduct), operates associated treatment, transmission, storage, and distribution facilities, and provides service to approximately 281,000 retail accounts in Fairfax County, with an average daily consumption of about 166 million gallons per day (“mgd”). The combined maximum daily capacity of the supply and treatment facilities is 376 mgd, which is sufficient to meet current demand.

Under an agreement with the Board of Supervisors, FW annually submits a 10-year capital improvement program which is reviewed and approved by the Board of Supervisors as part of the County's total capital improvement program. FW's 10-year Capital Improvement Program for FY 2020-2029 includes projects totaling \$822,456,000.

ECONOMIC FACTORS

Economic Development

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority ("EDA"), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs, and assist in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at over 118.7 million square feet as of year-end 2019. At that time, construction activity totaled over 2.7 million square feet. The direct vacancy rate for the office market was 13.9 percent as of year-end 2019. Including sublet space, the office vacancy rate was 14.4 percent.

The base of technology-oriented companies, particularly in computer software development, computer systems integration, telecommunications, and Internet-related services, has served as a magnet for the expansion and attraction of business and professional services. Government contractors, as well as diversified business and financial services, have added to the demand for prime office space in a number of key employment centers throughout the County.

Federal civilian employment in the County makes up 3.9 percent of the total jobs in the County. Federal jobs increased slightly in 2018 and were relatively stable through 2019. Overall employment rose 1.5 percent in 2019 after increasing 1.8 percent in 2018 and 1.1 percent in 2017. As of year-end 2019, total employment in the County was 631,332, compared to 619,941 at the end of 2018. Employment in the Professional and Business Services sector also increased by 2.3 percent during this time. Federal procurement spending in the County increased 5.3 percent to \$27.9 million in FY 2019, after increasing 9.7 percent in FY 2018. County General Fund revenue rose 2.4 percent in FY 2020. Real estate tax receipts rose by 3.6 percent while current personal property tax receipts rose 3.0 percent. Current Business Professional and Occupational License (BPOL) revenue increased 4.0 percent. The combined Consultant and Business Service Occupations categories, which represent 42.3 percent of total BPOL receipts and include federal contractors, increased 4.0 percent over the FY 2019 level. The remaining categories rose a combined 4.0 percent. Sales tax receipts rose 1.5 percent in FY 2020 compared to FY 2019.

There are over 120 hotels in the County, totaling over 19,700 hotel rooms. Hotel development parallels commercial construction in terms of diversity of concept and design with a variety of product and service mixes (all-suites, business meeting facilities, and leisure facilities) in the marketplace.

Improvements to the County's transportation system, including increased service levels at Washington Dulles International Airport, helped increase corporate activities dependent on immediate access to travel throughout the region, country, and world. The Metrorail service extension (the Silver Line) from the East Falls Church station, through Tysons through Dulles Airport, to Route 772 in Loudoun County will continue to help foster economic growth.

The Board of Supervisors and the County actively support revitalization and redevelopment throughout the County, particularly in its more mature business areas. Many enhancements have been made to the residential and commercial neighborhoods in Annandale, Bailey Crossroads/Seven Corners, the Lake Anne section of Reston, the Springfield and McLean central business districts, Merrifield, and the Richmond Highway corridor in the southeastern portion of the County. A number of capital improvement projects and other construction in process or already completed have improved the appearance and quality of life of these communities.

The most notable area of redevelopment in the County, Tysons—Fairfax County’s “downtown”—is undergoing a transformative land-use replanning effort. Spurred by the Metrorail expansion project, the County is working to set the stage for Tysons’s evolution into a more urban-scale, pedestrian-friendly environment, with more housing, recreation and open space in addition to more-dense office and retail development. Tysons currently has over 38.5 million square feet of office, retail, and other commercial space and is behind only downtown Washington’s Central Business District and the East End submarkets in the entire Washington D.C. metropolitan area in total office inventory, and has 15.1 million square feet of residential space. Now that Phase I of the Metrorail expansion has been completed, it is expected that Tysons will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades. County staff continues to evaluate potential arrangements for financing the public share of Tysons infrastructure improvements and to facilitate co-operative funding agreements with the private sector. County staff, in cooperation with private participants, created a 501(c)(6) membership organization known as the Tysons Partnership in January 2011. The Tysons Partnership provides a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance. On January 8, 2013, the Board of Supervisors established, by ordinance, the Tysons Transportation Service District No. 1 (the “Tysons Service District”) to provide transportation infrastructure and transit services within Tysons. As the governing board of the Tysons Service District, the Board of Supervisors is empowered to levy and collect a tax on any property within Tysons Service District’s boundaries to finance the transportation infrastructure and transit services projects. The tax rate of \$0.04 per \$100 of assessed value was adopted by the Board of Supervisors as part of the FY 2014 Adopted Budget Plan, and this rate remained unchanged as part of the FY 2015 Adopted Budget. However, in the FY 2016 Adopted Budget Plan, the tax rate increased one cent from \$0.04 to \$0.05 per \$100 of assessed value. The tax rate has remained unchanged at \$0.05 per \$100 of assessed value from FY 2017 through the FY 2021 Adopted Budget Plan.

Employment

As of the second quarter of 2019, there were more than 36,000 payroll business establishments (units) including global, corporate and regional headquarters, technology firms, sales and marketing offices, and business services located in Fairfax County, employing over 622,000. Local businesses create employment in diversified areas like computer software development and systems integration, technical services, management consulting, government contracting, Internet-related services, wholesale and retail trade, and financial services. The following table presents data on the average number of payroll establishments and employment by major industry classification in Fairfax County as of the second quarter of 2019.

**Businesses and Employment by Industry
Fairfax County, Virginia¹**

<u>Industrial Classification</u>	<u>Number of Establishments</u>	<u>Average Payroll Employment for Quarter</u>
Agriculture, Forestry, Fishing and Hunting	14	71
Mining, quarrying, and oil and gas extraction	10	292
Utilities	22	1,335
Construction	2,280	25,105
Manufacturing	424	5,686
Wholesale Trade	1,076	13,860
Retail Trade	2,575	53,868
Transportation and Warehousing	363	11,284
Information	864	20,253
Finance and Insurance	1,653	28,506
Real Estate and Rental and Leasing	1,686	10,054
Professional and Technical Services ²	9,947	160,970
Management of Companies and Enterprises	344	21,312
Administrative and Waste Services	2,001	43,708
Educational Services	683	11,403
Health Care and Social Assistance	4,013	60,974
Arts, Entertainment, and Recreation	395	7,402
Accommodation and Food Services	2,239	46,356
Other Services except Public Administration	4,892	20,657
Unclassified	743	1,428
Federal Government, all industries	136	24,454
State Government, all industries	34	9,763
Local Government, all industries	<u>87</u>	<u>50,558</u>
Total	36,481	629,299

Source: Virginia Employment Commission, Quarterly Census of Employment and Wages, Fairfax County, second quarter of 2019

¹ Excludes self-employed business owners.

² The Professional and Technical Services category includes professional and technical services, health care and social assistance, management services, educational services, accommodation and food services, arts, entertainment and recreation, administrative and waste services, and membership organizations and trade associations.

The following is a list of the largest private, base sector (non-retail) employers as of March 2019. Companies are alphabetized in their size category.

Largest Private Employers in Fairfax County

5,000-10,000+ Employees

<u>Company Name</u>	<u>Type of Business</u>
Booz Allen Hamilton*	Professional, Scientific and Technical Services
Capital One*	Finance and Insurance
Freddie Mac*	Finance and Insurance
Inova Health System*	Health Care and Social Assistance
SAIC*	Professional, Scientific and Technical Services

1,000-4,999 Employees

<u>Company Name</u>	<u>Type of Business</u>
Accenture	Professional, Scientific and Technical Services

ADP	Administrative and Support Services
AECOM	Professional, Scientific and Technical Services
Amazon	Information/Transportation and Warehousing
AT&T	Information
BAE Systems	Professional, Scientific and Technical Services
Boeing	Professional, Scientific and Technical Services
CACI International	Professional, Scientific and Technical Services
Catholic Diocese of Arlington	Educational Services/Other Services
CGI	Professional, Scientific and Technical Services
Constellis*	Administrative and Support Services
Deloitte	Professional, Scientific and Technical Services
DXC Technology*	Professional, Scientific and Technical Services
Erickson Living	Health Care and Social Assistance
EY (Ernst & Young)	Professional, Scientific and Technical Services
General Dynamics*	Professional, Scientific and Technical Services
Guidehouse*	Professional, Scientific and Technical Services
HCA Virginia	Health Care and Social Assistance
Hilton Worldwide*	Accommodation and Food Services
IBM	Professional, Scientific and Technical Services
ICF*	Professional, Scientific and Technical Services
Insperty	Administrative and Support Services
Kaiser Permanente	Health Care and Social Assistance
KPMG	Professional, Scientific and Technical Services
Leidos*	Professional, Scientific and Technical Services
ManTech International*	Professional, Scientific and Technical Services
The MITRE Corporation*	Professional, Scientific and Technical Services
Navy Federal Credit Union*	Finance and Insurance
Northrop Grumman*	Professional, Scientific and Technical Services
Oracle	Professional, Scientific and Technical Services
Perspecta*	Professional, Scientific and Technical Services
Quest Diagnostics	Health Care and Social Assistance
Securitas USA	Administrative and Support Services
Sprint	Information
Sunrise Senior Living*	Health Care and Social Assistance
United Parcel Service	Transportation and Warehousing
WGL Holdings	Utilities

500-999 Employees

Company Name	Type of Business
Admiral Security Services	Administrative and Support Services
Appian*	Professional, Scientific and Technical Services
The Aerospace Corporation	Professional, Scientific and Technical Services
Associated Building Maintenance	Administrative and Support Services
Avenel Pool Service	Administrative and Support Services
Branch Banking and Trust	Finance and Insurance
Bechtel*	Professional, Scientific and Technical Services
Capgemini	Professional, Scientific and Technical Services
CARFAX*	Information
Carahsoft*	Wholesale Trade
CarePeople Home Health*	Health Care and Social Assistance
Chenega	Professional, Scientific and Technical Services
The College Board*	Educational Services
Command Security*	Administrative and Support Services
ComScore*	Professional, Scientific and Technical Services
Crothall Healthcare	Health Care and Social Assistance
CustomInk*	Wholesale Trade
Cvent*	Professional, Scientific and Technical Services

Dell Technologies	Professional, Scientific and Technical Services
Deltek*	Professional, Scientific and Technical Services
Fairfax Radiological Consultants*	Health Care and Social Assistance
Gannett*	Information
Hexaware Technologies	Professional, Scientific and Technical Services
HITT Contracting*	Construction
Huntington Ingalls Industries	Professional, Scientific and Technical Services
Intelsat	Information
Jacobs Engineering	Professional, Scientific and Technical Services
K12*	Educational Services
KinderCare Learning Centers	Educational Services
Laboratory Corporation of America	Health Care and Social Assistance
Life Time Fitness	Arts, Entertainment, and Recreation
LMI*	Professional, Scientific and Technical Services
Lockheed Martin	Professional, Scientific and Technical Services
Marriott International	Accommodation and Food Services
MAXIMUS*	Professional, Scientific and Technical Services
Metropolitan Health Care Services*	Health Care and Social Assistance
Microsoft	Professional, Scientific and Technical Services
MicroStrategy*	Professional, Scientific and Technical Services
Mount Vernon Ladies' Association	Other Services
MV Transportation	Health Care and Social Assistance
NTT Group	Professional, Scientific and Technical Services
NVPools*	Administrative and Support Services
Parallon	Professional, Scientific and Technical Services
Parsons*	Professional, Scientific and Technical Services
Paychex	Administrative and Support Services
Raytheon	Professional, Scientific and Technical Services
Salesforce	Professional, Scientific and Technical Services
Salient CGRT	Professional, Scientific and Technical Services
Shirley Contracting Company*	Construction
Sodexo USA	Accommodation and Food Services
Unisys	Professional, Scientific and Technical Services
US Fitness Holdings*	Arts, Entertainment, and Recreation
The Washington Post	Information
US Security Associates	Administrative and Support Services
VeriSign*	Professional, Scientific and Technical Services
Volkswagen Group of America	Management of Companies and Enterprises
Wells Fargo	Finance and Insurance
William A. Hazel*	Construction

Source: Fairfax County Economic Development Authority, List of Largest Employers March 2019. Excludes public-sector and retail entities. Employment figures are for company facilities in Fairfax County only. Additionally, these numbers include employees, not independent contractors. Type of Business description for each firm is based on two-digit North American Industry Classification System (NAICS) codes. Companies may have business activities in other two-digit NAICS sectors.

*Company with headquarters in Fairfax County.

A list of the top ten new or expanded office projects within the County announced in the first quarter of 2020 is shown below:

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New or Expanded Commercial Projects

<u>Name of Company</u>	<u>Type of Business</u>	<u>Projected New/Additional Employment</u>
Expel, Inc.	Cybersecurity	164
Macedon Technologies	Software	147
IDEMIA (France)	Cybersecurity	73
CALIBRE	Information technology	50
Interstate Van Lines	Transportation/Logistics	44
RIVA Solutions	Information technology	32
Credence Management Solutions	Information technology	27
Medallia	Artificial intelligence/Machine learning	26
Navitas Business Consulting	Information technology	20
Forescout Technologies Government Group (Israel)	Cybersecurity	15

Source: Fairfax County Economic Development Authority

Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. Following the onset of the COVID-19 pandemic, the average unemployment rate in Fairfax County in 2020 increased to 5.9%. The average Virginia and U.S. unemployment rates during the same period are 6.4% and 8.8%, respectively. The following table shows the average annual unemployment rate in Fairfax County as compared to Virginia and national averages over the past decade.

Average Annual Unemployment Rates

<u>Calendar Year</u>	<u>Fairfax County</u>	<u>Virginia</u>	<u>United States</u>
2010	5.1%	7.2%	9.6%
2011	4.8	6.6	9.0
2012	4.5	6.0	8.1
2013	4.4	5.7	7.4
2014	4.2	5.2	6.2
2015	3.6	4.4	5.3
2016	3.2	4.0	4.9
2017	3.0	3.8	4.4
2018	2.4	3.0	3.9
2019	2.3	2.8	3.7
2020 ¹	5.9	6.4	8.8

Sources: U.S. Bureau of Labor Statistics; data are not seasonally adjusted. Virginia Employment Commission

¹ The calendar year 2020 data represents the average unemployment rate from January 1, 2020 to July 31, 2020. In addition, following the onset of the COVID-19 pandemic, the unemployment rate in the County was approximately 10.2% in April 2020, 8.5% in May 2020, 7.8% in June 2020, and 7.5% in July 2020.

According to the Bureau of Labor Statistics, the average total number of jobs in the County was 629,749 in the second quarter of 2019. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

Covered Employment¹

<u>Second Quarter</u>	<u>Covered Employment in Fairfax County</u>	<u>% Change</u>
2012	597,533	-
2013	595,638	(0.32%)
2014	588,507	(1.20)
2015	596,878	1.42
2016	603,348	1.08
2017	610,318	1.16
2018	619,796	1.55
2019	629,749	1.61

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages

¹ Covered employment means employees covered by state and federal unemployment laws.

Construction Activity

The following table includes data for residential and commercial construction activity in the County:

Fiscal Year	Building Permits				Estimated Housing Units Started
	Residential Properties		Industrial and Commercial Properties		
	Number ¹	Estimated Value (000s)	Number ¹	Estimated Value (000s)	
2010	8,977	\$428,941	3,946	\$375,126	1,150
2011	9,371	480,268	4,595	397,435	1,797
2012	9,454	538,307	4,308	602,444	3,023
2013	10,610	509,957	3,907	710,488	1,930
2014	10,469	895,638	5,054	660,063	4,154
2015	10,320	529,104	4,714	475,241	2,580
2016	10,268	616,151	4,844	496,006	2,961
2017	10,885	800,375	4,609	710,078	3,872
2018	11,243	659,928	4,836	743,057	3,982
2019	11,360	875,437	4,650	597,232	2,855

Sources: Building permits provided by Fairfax County Department of Public Works and Environmental Services, and estimated housing units started provided by the Weldon Cooper Center for Public Service, University of Virginia.

¹ Includes new and alteration/repair permits issued. Does not include trade permits issued.

Housing

As reported in January 2020, single-family detached housing units represented 46.5% of the total housing units within Fairfax County in 2019. Single-family attached housing accounted for 24.1%, and multi-family housing made up the remaining 29.4% in 2019. The median market value of all owned housing units, including condominiums, in Fairfax County in 2019 was estimated by the Department of Management and Budget to be \$536,183.

Housing Units by Type of Structure

	<u>1990</u>		<u>2000</u>		<u>2010</u>		<u>2019</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Single-Family:								
Detached ¹	163,029	53.9	181,591	50.6	191,873	48.4	195,998	46.5
Attached ²	67,306	22.3	87,171	24.3	98,972	25.0	101,229	24.1
Multi-Family ³	<u>72,129</u>	<u>23.8</u>	<u>90,198</u>	<u>25.1</u>	<u>105,541</u>	<u>26.6</u>	<u>123,805</u>	<u>29.4</u>
Total	<u>302,464</u>	<u>100.0</u>	<u>358,960</u>	<u>100.0</u>	<u>396,386</u>	<u>100.0</u>	<u>421,102</u>	<u>100.0</u>

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1990-2000) and 2010 and 2019 data from Fairfax County Department of Management and Budget

¹ Single-Family detached includes all single-family homes and mobile homes.

² Single-Family attached includes duplexes, townhouses, and multiplex units.

³ Multi-Family includes condominiums, apartments and other units in structures with a common entryway.

The average sale price of housing units within the County comparing June, 2019, with June, 2020, is listed below:

Average Sale Price Housing Units

<u>Type of Structure</u>	<u>June 2020</u>	<u>June 2019</u>	<u>% change</u>
All Homes	\$639,395	\$619,363	3.2%
Detached Homes	814,103	768,220	6.0
Attached Homes	433,621	429,767	0.9

Source: Fairfax County Department of Management and Budget Economic Indicators –July, 2020

Colleges and Universities

Sixteen institutions of higher education are located in Fairfax County: George Mason University, ITT Technical Institute, Marymount University, Missouri State University (Department of Defense Studies), Northern Virginia Community College, Potomac College, Stratford University, Strayer University, University of Fairfax, University of North America, University of Phoenix, University of Virginia-Northern Virginia Center, Virginia International University, Virginia Polytechnic Institute, Washington Bible College – Capital Bible Seminary, and Westwood College. Two campuses of the University of Virginia (both Virginia Tech and the Falls Church campus) are located in the Northern Virginia Graduate Center in the County. George Mason University, with an enrollment of more than 33,000 students, offers over 200 degree and certificate programs. The Northern Virginia Community College serves more than 76,000 students in credit courses and non-credit workforce and professional development programs at six campuses and two centers throughout Northern Virginia. American University, George Washington University, Catholic University, and Virginia Commonwealth University also operate programs in the County's secondary schools and on military installations within the County.

Cultural Amenities

Wolf Trap Farm Park for the Performing Arts, a cultural facility internationally renowned for its ballet, symphony, concert, and opera offerings, and the only national park for the performing arts in the U.S., is located in north-central Fairfax County. Nearly 300 cultural organizations – theater and opera companies, music and dance groups, community arts centers, festivals, and other activities – are based in

and around the County. The County also assists in supporting the Fairfax Symphony, an internationally recognized orchestra that provides a variety of musical programs and outreach services to County residents. Other well-known attractions in the County include Mount Vernon, the home of George Washington; Woodlawn Plantation, George Washington's wedding gift to his nephew; and Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia. The region also boasts professional baseball, basketball, football, ice hockey and soccer.

DEBT ADMINISTRATION

Statement of Bonded Indebtedness

Pursuant to the Constitution of Virginia and the Public Finance Act (Code of Virginia of 1950, §15.2-2600 et seq.), a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the Board of Supervisors of the County is required to levy, if necessary, an annual ad valorem tax on all property in the County subject to local taxation.

As of June 30, 2019, the County had outstanding the following amounts of general obligation bonds:

<u>Purpose</u>	<u>Total General Obligation Bonds</u>
School	\$1,435,235,100
General Government	<u>832,934,900</u>
Total General Obligation Bonded Indebtedness ¹	<u>\$2,268,170,000</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

¹ See "Debt Administration – Debt Service on Tax Supported Debt Obligations" herein for outstanding debt service as of January __, 2021.

The County does not rely upon short-term borrowings to fund operating requirements. The County has never defaulted in the payment of either principal or interest on any general obligation indebtedness.

Limits on Indebtedness

There is no legal limit on the amount of general obligation bonded indebtedness that Fairfax County can at any time incur or have outstanding. However, all such indebtedness must be approved by voter referendum prior to issuance. Since 1975, the Board of Supervisors has established as a financial guideline a self-imposed limit on the average annual amount of bond sales. In May 2018, the Board of Supervisors increased the bond sale target to \$1.5 billion over a 5-year period, or an average of \$300 million annually, with the flexibility to expand to a maximum of \$325 million based on market conditions and/or priority needs in any given year. The actual amount of bond sales will be determined by construction funding requirements and municipal bond market conditions.

The Board of Supervisors also has imposed limits which provide that the County's long-term debt should not exceed 3% of the total market value of taxable real and personal property in the County. The limits also provide that annual debt service should not exceed 10% of annual General Fund disbursements. These limits may be changed by the Board of Supervisors, and they are not binding on future Boards of Supervisors of the County.

Bond Referenda Authorization

The following chart presents by purpose Fairfax County's authorized but unissued general obligation bond indebtedness as of January __, 2021:

<u>Authorized Purpose</u>	<u>Principal Amount Authorized but Unissued as of January __, 2021</u>
School Improvements	\$669,190,000
Public Safety Facilities	351,510,000
Transportation Improvements and Facilities	89,240,000
Parks and Park Facilities	75,420,000
Human Services Facilities	76,600,000
Library Facilities	10,000,000
Total	<u>\$1,271,960,000</u>

Source: Fairfax County Department of Management and Budget

Other Tax Supported Debt Obligations

The Board of Supervisors of the County directly or indirectly appoints all or a portion of the governing body of several legally independent local and regional authorities that provide services to the County and its constituents. Such authorities include those that issue revenue bonds that are not general obligations of the County and issue debt supported directly or contingently by appropriations of tax revenues by the County. The full faith and credit of the County are not pledged to secure such bonds.

Beginning in 1996, the Fairfax County Redevelopment and Housing Authority ("FCRHA") has issued \$42,460,000 of revenue bonds in seven series to finance the construction or renovation of five community center buildings, two adult day health care centers, one Head Start facility and one senior center. The County was obligated by the terms of triple net lease agreements or payment agreements with FCRHA to pay amounts equal to debt service on FCRHA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of funds for such purpose. The coincidental terms of the various bonds, lease agreements and payment agreements extend to May 1, 2029. On March 10, 2010, the EDA issued \$43,390,000 revenue bonds (Six Public Facilities Projects) (the "2010 Bonds") and provided a portion of the proceeds of the 2010 Bonds to the County to enable the County pursuant to its lease agreements with FCRHA to purchase five facilities financed from FCRHA bond issuances in 1996, 1998, 1999 and 2004. FCRHA used the funds provided by the County to redeem or defease the four series of bonds that financed the applicable facilities. On September 13, 2017, the original series issued by FCRHA in 2003 financing a head start facility was fully redeemed.

In July 2000, the Fairfax County Board of Supervisors entered into a Master Development Agreement with a private developer to finance and construct a 135,000 square foot government center in the southeastern region of the County. In November 2000, \$29,000,000 of Certificates of Participation ("Certificates" or "COPs") were issued, secured by a triple net lease on the property between the developer and the County. The County was obligated by the terms of the lease agreement to pay an amount equal to the debt service on the Certificates. The County accepted the government center as substantially complete in February 2002. A portion of the proceeds of EDA's 2010 Bonds were provided to the County to enable the County to exercise an option to purchase the government center (the "South County Government Center Purchase"). The purchase price provided by the County was used to defease

the COPs. The County is obligated by the terms of a contract with the EDA to pay amounts equal to debt service on the EDA's 2010 Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. In April 2019, the EDA issued Refunding Revenue Bonds, Series 2019 for debt service savings. The Series 2019 Bonds and the related contract extend to April 2032, which is no change from the Series 2010 Bonds.

In June 2003, EDA issued \$70,830,000 of revenue bonds (Laurel Hill Public Facilities Project), backed by a contract with the County. Approximately \$55,300,000 of the bonds were allocable to the financing of a new public secondary school in the southern part of the County and \$15,530,000 of the bonds were allocable to the financing of a new 18-hole public golf course in the southern part of the County. The County is obligated by the terms of a contract with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to June 2033. In April 2012, EDA issued its \$47,745,000 Revenue Refunding Bonds (Laurel Hill Public Facilities Projects) to refund a portion of the bonds issued in 2003.

On January 27, 2005, EDA issued \$60,690,000 of revenue bonds (School Board Central Administration Building Project Phase I) (the "School Board Building Bonds"), backed by a contract with the County. The bonds were issued to finance the purchase of certain property, including an existing office building thereon, the purchase of certain land adjacent thereto and the improvement of the existing building for use by the School Board as an administration building. The County is obligated by a contract with EDA to pay amounts equal to debt service on the School Board Building Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the School Board Building Bonds and the contract extend to April 2035. In June 2014, EDA issued \$170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) to refund a portion of the School Board Building Bonds.

On December 27, 2005, the Fairfax County Park Authority ("FCPA") issued two promissory notes in the aggregate amount of \$12,900,000 for the purpose of providing a portion of the purchase price of a conservation easement for preservation purposes on an approximately 41-acre parcel of land, and options to purchase certain land. This land is known as "Salona," a historic site within the County. The County is obligated by the terms of a contract with FCPA to pay amounts sufficient to pay the principal and interest installments on the promissory notes when due. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the promissory notes and contract extend to December 2025.

On February 16, 2006, FCRHA issued a \$40,600,000 Bond Anticipation Note (Affordable Housing Acquisition) Series 2006 (the "Series 2006 Note"). The Series 2006 Note was issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex, known as Crescent Apartments, to further FCRHA's goal of preserving existing affordable housing in Fairfax County. In 2007, 2008, 2011 and 2013 FCRHA issued bond anticipation notes, each time to refinance previous bond anticipation notes issued for the financing or refinancing of the Crescent Apartments project that were not paid from County money set aside to promote affordable housing. In February 2015 the County and FCRHA entered into a direct loan agreement with Bank of America, N.A. (the "Crescent Apartments Loan Agreement"), in a principal amount of \$18,260,000, which together with other County funds refinanced the 2013A Notes. The County is obligated by a contract with FCRHA to make payments equal to the debt service on the Crescent Apartments Loan Agreement. The County's obligation to make such payments is subject to annual appropriation. In February 2018, FCRHA issued its Revenue Bonds (Crescent Affordable Housing Acquisition), Series 2018A (Federally Taxable) (the "Series 2018 Bonds") in the aggregate amount of \$11,175,000 with a five-year amortization to refinance

the loan payments. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2018 Bonds. The coincidental terms of the Series 2018 Bonds and the related payment agreement extend to October 2022.

On November 28, 2007, FCRHA issued \$105,485,000 Bond Anticipation Notes (Affordable Housing Acquisition) Series 2007B (the “Series 2007B Notes”). The Series 2007B Notes were issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex located in Annandale, Virginia. In 2008, FCRHA issued bond anticipation notes to refinance the Series 2007B Notes. On August 20, 2009, FCRHA issued its Revenue Bonds (Affordable Housing Acquisition) Series 2009 in the aggregate amount of \$94,950,000 (the “Series 2009 Bonds”) to pay a portion of the principal amount of the 2008 outstanding bond anticipation notes. A portion of the principal amount of the 2008 bond anticipation notes, and the interest due on such notes, was paid from money set aside to promote affordable housing. On August 13, 2019, FCRHA issued its Revenue Refunding Bonds (Wedgewood Affordable Housing Acquisition) Series 2019 in the aggregate amount of \$61,795,000 (the “Series 2019 Bonds”) to refund a portion of the principal amount of the Series 2009 Bonds outstanding. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2019 Bonds. The coincidental terms of the Series 2019 Bonds (together with the remaining Series 2009 Bonds) and the related payment agreement extend to October 2039.

In July 2011, EDA issued \$99,430,000 of Revenue Bonds (Wiehle Avenue Metrorail Station Parking Project) (the “2011 Wiehle Bonds.”) The bonds were issued to finance a portion of the costs of construction of a public parking facility to serve the Wiehle Avenue Metrorail Station that was constructed as part of the extension of Washington Metropolitan Area Transit Authority’s Metrorail System in the Dulles Corridor. The County is obligated by contract with EDA to pay amounts equal to debt service on the 2011 Wiehle Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to August 2034. On May 5, 2020, EDA issued \$62,285,000 of Revenue Refunding Bonds (Wiehle Avenue Metrorail Station Parking Project), Series 2020 (the “2020 Wiehle Bonds”), to refund for debt service savings all of the 2011 Wiehle Bonds maturing on or after August 1, 2021.

In May 2012, EDA issued \$65,965,000 of Revenue Bonds (Community Services Facilities Projects) (the “2012 EDA Bonds”) backed by a contract between the County and EDA. The bonds were issued to finance the improvement of certain properties to be used by the County as a mental health facility and as a neighborhood community center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to March 2042. In August 2017, EDA issued its 2017B County Facilities Projects Refunding Bonds (hereinafter defined) to refund certain outstanding maturities of the 2012 EDA Bonds.

In November 2013, the County issued an \$11,085,000 special subfund revenue bond (the “2013 VRA Bond”) to Virginia Resources Authority (“VRA”). In return for issuing the 2013 VRA Bond, VRA provided the County with a portion of the proceeds realized from its autumn 2013 pooled financing bond transaction. The 2013 VRA Bond was issued to finance renovations to a complex that serves as a senior housing and assisted living facility, a senior center and an adult day health care center in the County. The County is obligated by a contract with VRA to pay amounts equal to the debt service on the 2013 VRA Bond. The County’s obligation to make such payments is subject to the annual appropriation by the

Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2013 VRA Bond and the contract extend to October 2033.

In December 2013, EDA and the County entered into a loan agreement with T.D. Bank, N.A. (the “T.D. Loan Agreement”), pursuant to which the proceeds of the loan in the amount of \$25,000,000 are made available to the County to provide financing for the costs of the planned replacement of County-owned building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement that have reached the end of their useful life (collectively, “County Building Improvements”). The County is obligated by a contract with EDA to pay amounts equal to the debt service on the loan. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. In March 2015, the County obtained an additional \$10,000,000 pursuant to the T.D. Loan Agreement to finance additional County Building Improvements. The \$25,000,000 loan was retired in January 2019 and the \$10,000,000 loan was retired in January 2020.

In June 2014, EDA issued \$170,690,000 of Fairfax County Facilities Revenue and Refunding Bonds Series 2014A (County Facilities Projects) (the “2014A County Facilities Projects Bonds”). The 2014A County Facilities Projects Bonds were issued to provide funds to finance the costs of the construction of a building to serve as a public safety facility for the County and the construction of a related parking garage, to refund and redeem prior to their respective maturities certain outstanding School Board Building Bonds and to capitalize interest on a portion of the Series 2014A County Facilities Projects Bonds up to and including the October 1, 2016, interest payment date. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the Series 2014A County Facilities Projects Bonds and the contract extend to October 2034.

In June 2014, EDA issued \$30,175,000 of Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the “2014B County Facilities Projects Bonds, and together with the 2014A County Facilities Projects Bonds, the “2014 County Facilities Projects Bonds”) to provide funds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in the southeastern corner of the County, for a price sufficient to enable the lessee to retire all of its indebtedness relating to the Workhouse Arts Center. The County leased the 55-acre site and existing historic structures of the Lorton Correctional Complex to the lessee in 2006, and the lessee incurred over \$50 million in debt through EDA to finance improvements to convert the Complex into a center for visual and performing arts. The County plans to provide for the continuation of the existing educational and cultural programs at the Center, while the County conducts a study of the optimum uses of and develops plans for further improvements to the Center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2014B County Facilities Projects Bonds and the contract extend to October 2033.

On December 17, 2014, EDA entered into a loan agreement with the United States Department of Transportation and obtained a Transportation Infrastructure Financing and Innovation Act (TIFIA) loan in the principal amount up to \$403,274,894 (plus capitalized interest). Proceeds from the TIFIA loan are being used to finance the County’s share of Phase II of the Silver Line Metrorail expansion. The County is obligated by a contract with the EDA to pay amounts equal to debt service on the TIFIA loan. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The terms of the TIFIA loan provide for repayment to

begin October 1, 2023, and end April 1, 2046. As of June 30, 2020, the outstanding balance on the TIFIA Loan, including accrued interest, was \$438,449,290.

In August 2017, EDA issued \$19,060,000 of Fairfax County Facilities Revenue Bonds Series 2017 A (County Facilities Projects) (Federally Taxable) (the “2017A County Facilities Projects Bonds”) and \$31,150,000 of Fairfax County Facilities Revenue Refunding Bonds Series 2017 B (County Facilities Projects) (the “2017B County Facilities Projects Refunding Bonds” and together with the 2017A County Facilities Projects Bonds, the “2017 County Facilities Projects Bonds”). The 2017A County Facilities Projects Bonds were issued to finance the costs of the construction and improvement of certain property to be used by the County as an adult day care facility, child day care centers and a senior center or for other County approved purposes. The 2017B County Facilities Projects Refunding Bonds were issued to refund certain outstanding maturities of the 2012 EDA Bonds. The County is obligated by a contract with EDA to pay amounts equal to debt service on the 2017 County Facilities Projects Bonds. The County’s obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2017 County Facilities Projects Bonds and the contract extend to October 2037.

Lease Commitments and Contractual Obligations

The County leases certain real estate, equipment, and sewer facilities under various long-term lease agreements. In addition, pursuant to contracts with Arlington County, the Alexandria Sanitation Authority, the District of Columbia, and the Upper Occoquan Sewage Authority, the County is obligated to share the capital costs and associated debt service of certain facilities.

In February 1990, the Northern Virginia Transportation Commission (“NVTC”) issued \$79.4 million of bonds to finance certain costs associated with the establishment of commuter rail services (the Virginia Railway Express) in the area of Northern Virginia bordering Washington, D.C. Fairfax County has joined with other jurisdictions through a Master Agreement to bear certain costs associated with operating the rail service as well as servicing the debt issued by NVTC. The Master Agreement requires that the County’s governmental officers charged with preparing its annual budget include an amount equal to its share of the costs of the Virginia Railway Express. Each jurisdiction’s share is determined by a formula set out in the Master Agreement. Fairfax County’s share of this cost was \$5.4 million in FY 2019. An additional \$23 million in NVTC commuter rail revenue bonds were issued in early 1997 to purchase new rail coaches. Debt service on these bonds is being funded predominantly by Commonwealth and federal funds and VRE revenues.

On October 29, 2003, EDA issued \$33,375,000 transportation contract revenue bonds to provide \$30,000,000 to the Commonwealth Transportation Board (CTB) for construction of certain interchanges on Route 28 in the Route 28 Highway Transportation District, which is partly in Fairfax County and partly in Loudoun County. On August 26, 2004, EDA issued \$57,410,000 transportation contract revenue bonds to provide an additional \$60 million for construction of additional interchanges. The bonds issued in 2003 and 2004 financed the construction of six interchanges. In March 2007, EDA issued \$41,505,000 transportation contract revenue bonds to finance a portion of the costs of constructing an additional four interchanges in the Route 28 Highway Transportation District. In July 2008, EDA issued \$51,505,000 transportation contract revenue bonds (the “2008 Bonds”) to finance additional costs of constructing the additional four interchanges on Route 28. See also the discussion of taxes levied by the County in the Route 28 Highway Transportation Improvement District, located partly in the County, to pay debt service on CTB and EDA bonds in “GOVERNMENT SERVICES – Transportation – Tax Districts” herein. In May 2012, EDA issued bonds to refund a portion of the bonds issued in 2003 and 2004 and in August 2016 EDA issued bonds to refund all of the outstanding bonds issued in March 2007 and a portion of the outstanding bonds issued in July 2008. The 2008 Bonds were redeemed on April 1, 2018.

On May 26, 2011, EDA issued \$205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 which provided \$220 million to provide a portion of the financing for the expansion of Metrorail of approximately 11.5 miles of rail line through the County's primary urban center, Tysons to Reston. On October 10, 2012, EDA issued an additional \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 to provide \$48,400,000 for this purpose. Debt service on the bonds is paid from a special improvements tax levied by the County on commercial and industrial use property located in the Phase I Dulles Rail Transportation Improvement District within the County. On March 16, 2016, EDA issued \$173,960,000 Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 which refunded a portion of the outstanding bonds issued in 2011 and 2012.

On June 9, 2011, the Mosaic District Community Development Authority (the "CDA") issued \$46,980,000 Revenue Bonds, Series 2011A, and the CDA issued in July 2011 an additional \$18,670,000 Revenue Bonds, Taxable Series 2011A-T (collectively, the "CDA Bonds"). Proceeds from the CDA Bonds were used to finance certain public infrastructure improvements within the Mosaic District Community Development Authority District (the "Mosaic District") to support a mixed-use development to be constructed within the Mosaic District. The CDA Bonds are payable primarily from certain incremental real estate tax revenues collected by the County in the District and certain special assessments imposed and collected by the County within the Mosaic District. The payment of incremental real estate tax revenues and special assessments, as applicable, by the County to the CDA to be used for debt service payments on the CDA Bonds is subject to appropriation by the County. [On December 3, 2020, the CDA issued \$55,650,000 Revenue Refunding Bonds, Series 2020A and Series 2020A-T, which refunded all of the prior CDA Bonds.

On March 8, 2017, EDA issued \$69,645,000 Fairfax County Metrorail Parking System Project Revenue Bonds Series 2017 ("Parking System Revenue Bonds") to provide funds to finance the construction of parking facilities to be owned and operated by the County, that will be located adjacent to WMATA's Herndon and Innovation Center Metrorail Stations to be constructed as part of Phase II of the Silver Line extension of Metrorail. Debt service on the Parking System Revenue Bonds is payable from the proceeds of net parking revenues collected from customers of parking facilities controlled by the County at certain WMATA Metrorail stations in the County and from certain surcharge revenues collected from customers of certain parking facilities controlled by WMATA.

Debt Service on Tax Supported Debt Obligations

Total principal and interest payments on the County's outstanding tax supported debt obligations, including general obligation bonds and other tax supported debt obligations, are presented in the following table as of January __, 2021:

Fiscal Year Ending June 30	General Obligation Bonds¹		Other Tax Supported Debt Obligations		Total³
	<u>Principal</u>	<u>Interest²</u>	<u>Principal</u>	<u>Interest</u>	
2021	\$	\$	\$	\$	\$
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040-2050					
Total³	<u>\$,000</u>	<u>\$</u>	<u>\$,000</u>	<u>\$000</u>	<u>\$000</u>

Source: Fairfax County Department of Management and Budget

¹ Does not include debt service on the Bonds.

² Does not reflect anticipated payments by the United States Treasury with respect to the County's Public Improvement Bonds Series 2009E (Federally Taxable - Build America Bonds).

³ Totals may not add due to rounding.

Sewer Revenue Bonds

Beginning in 1986, the County has issued several series of bonds under the General Bond Resolution for the benefit of the County's sewage collection, treatment and disposal systems (the "System"), including \$104,000,000 Sewer Revenue Bonds, Series 1996 (the "1996 Bonds") issued to provide funds for paying a portion of the costs of certain additions, extensions and improvements to the System. The County also issued \$94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the "2004 Bonds") on October 14, 2004, to provide funds, with other available funds, to refund the \$91,430,000 of the County's outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued \$152,255,000 Sewer Revenue Bonds, Series 2009 (the "2009 Bonds") to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. On August 8, 2012, the County issued \$90,710,000 Sewer Revenue Bonds, Series 2012 (the "2012 Bonds") to provide funds to pay a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County which were required by the Commonwealth's Department of Environmental Quality to reduce the total nitrogen discharge to newly required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014, the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 to refund the outstanding 2004 Bonds. In addition, on May 16, 2016, the County

issued \$164,450,000 Sewer Revenue Refunding Bonds, Series 2016A to refund the outstanding 2009 Bonds that were scheduled to mature on and after July 15, 2019, and a portion of the outstanding 2012 Bonds that were scheduled to mature on and after July 15, 2021. On June 28, 2017, the County issued \$85,785,000 Sewer Revenue Bonds to provide funds to pay the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems, paying capital improvement costs allocable to the County at certain wastewater treatment facilities that provide service to the County and, if necessary purchasing additional capacity at certain wastewater treatment facilities for the benefit of the County.

Wastewater treatment capacity and services are also provided to the Integrated Sewer System pursuant to contracts with Arlington County, the Alexandria Renew Enterprises ("ARE"), DC Water, and the Upper Occoquan Sewage Authority ("UOSA"), whereby the County is obligated to share the capital costs and associated debt service of certain facilities. The County's obligations to such entities are payable solely from the revenues of the Integrated Sewer System on a basis, under the General Bond Resolution, subordinate to its sewer revenue bonds, and are not general obligations of the County.

The County has entered into a service agreement with ARE that obligates the County for 60% of the cost of capacity of the ARE wastewater treatment plant and a joint use system, including debt service on ARE bonds issued for ARE system improvements where the County does not otherwise provide for its share of the capital cost of such improvements. The County's share of previous upgrades was \$200 million. The County's share of additional upgrades, as estimated by ARE, is approximately \$80 million. The County obtained permanent funding from the Virginia Water Facilities Revolving Fund in FY 2001 and again in FY 2002 for a portion of its share of the initial costs from the proceeds of two loans aggregating \$90 million. In evidence of its obligation to repay the loans, the County issued to the Virginia Water Facilities Revolving Fund the County's \$40 million subordinated sewer revenue bonds, which now bear interest at the rate of 0.95% per annum, and \$50 million subordinated sewer revenue bonds, which now bear interest at the rate of 0.95% per annum. The County expects to provide the balance of its share of the costs of ARE's improvement project from other borrowings and available Integrated Sewer System funds.

UOSA issued regional sewer system revenue refunding bonds in November 2013, May 2013, February 2007, and November 2004 to refund certain of its outstanding bonds. In 2010 and 2007, UOSA issued \$85.2 million and \$119.7 million, respectively, of Regional Sewer System Revenue Bonds, of which the County's share of the par amount of such debt is \$34.1 million and \$53.9 million, respectively, to finance the cost of certain capital improvements. In fiscal year 2012, UOSA entered into two loans to fund costs related to an energy service project and phase 1 of a nutrient compliance improvement project, respectively. In fiscal years 2014, 2015 and 2016, UOSA refinanced bonds issued in 2007. As of June 30, 2019, the County's share of UOSA's outstanding debt is \$220.7 million.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bonds payable to the Virginia Water Facilities Revolving Fund evidencing loans for a portion of the County's costs associated with the ARE improvement project, and its subordinated obligations payable for capacity under its contract with UOSA, as of June 30, 2020, is reflected in the following table:

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Fiscal Year Ending June 30	Sewer Revenue Bonds		Other Sewer Debt Service Obligations		Total³
	Principal	Interest	SRF/VRA¹	UOSA²	
2021	\$11,235,000	\$13,899,131	\$5,974,892	\$20,604,630	\$51,713,653
2022	11,745,000	13,397,106	3,276,611	23,507,781	51,926,498
2023	12,320,000	12,830,381	-	21,458,617	46,608,999
2024	12,970,000	12,205,856	-	21,444,525	46,620,381
2025	13,645,000	11,540,481	-	21,429,220	46,614,702
2026	14,305,000	10,893,781	-	28,566,495	53,765,276
2027	14,955,000	10,268,231	-	22,000,254	47,223,485
2028	15,580,000	9,641,031	-	21,976,029	47,197,060
2029	16,175,000	9,055,956	-	21,959,866	47,190,822
2030	10,845,000	8,506,981	-	9,480,606	28,832,587
2031	11,400,000	7,950,856	-	9,464,370	28,815,226
2032	11,985,000	7,366,231	-	9,434,336	28,785,567
2033	12,555,000	6,802,806	-	9,334,220	28,692,026
2034	13,050,000	6,303,581	-	9,054,657	28,408,238
2035	13,540,000	5,816,878	-	8,949,177	28,306,055
2036	14,050,000	5,304,538	-	8,918,211	28,272,748
2037	14,610,000	4,743,800	-	8,891,516	28,245,316
2038	15,245,000	4,112,075	-	8,861,034	28,218,109
2039	15,920,000	3,433,150	-	8,897,742	28,250,892
2040-2052	68,465,000	11,615,588	-	32,823,130	112,903,718
Total ³	<u>\$324,595,000</u>	<u>\$175,688,441</u>	<u>\$9,251,503</u>	<u>\$327,056,417</u>	<u>\$836,591,360</u>

Source: Fairfax County Department of Public Works and Environmental Services

¹ Debt service on the County's subordinated sewer revenue bonds issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay \$90 million in loans made to the County by Virginia Resources Authority, as administrator of the Fund.

² Based on the County's share of scheduled UOSA debt service. Does not reflect any anticipated payments by the United States Treasury on outstanding UOSA Build America Bonds.

³ Totals may not add due to rounding.

Debt Ratios

The following data show trends in the relationship of the general obligation bond indebtedness of the County to the estimated market value of taxable property in the County and to its estimated population and the trend of general obligation debt service requirements as a percentage of General Fund disbursements.

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**Trend of Debt as a Percentage of
Estimated Market Value of Taxable Property (in 000s)**

<u>Fiscal Year Ended June 30</u>	<u>Bonded Indebtedness¹</u>	<u>Estimated Market Value²</u>	<u>Percentage</u>
2012	\$2,734,135	\$210,318,077	1.30%
2013	2,514,452	211,298,487	1.19
2014	2,766,717	224,369,644	1.23
2015	2,770,822	236,403,666	1.17
2016	2,750,573	244,397,085	1.13
2017	2,766,149	251,724,115	1.10
2018	2,768,103	256,260,725	1.08
2019	2,740,658	262,356,806	1.04
2020 ³	2,878,085	271,642,694	1.06
2021 ³	3,032,055	281,180,505	1.08

Sources: Fairfax County Comprehensive Annual Financial Report FY 2012-2019 and Department of Finance

¹ Bonded Indebtedness beginning with Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with Fiscal Year 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "— Other Tax Supported Debt Obligations."

² Estimated market value is based on recorded values as of January 1 of the prior fiscal year, and reflects the original book value and does not reflect any adjustments made during the fiscal year.

³ Estimate from the FY 2021 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

Estimated Debt Per Capita

<u>Fiscal Year Ended June 30</u>	<u>Bonded Indebtedness (in 000s)¹</u>	<u>Estimated Population (in 000s)²</u>	<u>Bonded Indebtedness Per Capita</u>	<u>Fairfax County Per Capita Income³</u>	<u>Estimated Debt Per Capita as Percentage of Per Capita Income</u>
2012	\$2,734,135	1,119	\$2,443	\$68,847	3.55%
2013	2,514,452	1,131	2,223	71,607	3.10
2014	2,766,717	1,138	2,431	71,752	3.39
2015	2,770,822	1,142	2,426	75,007	3.23
2016	2,750,573	1,139	2,415	74,923	3.22
2017	2,766,149	1,143	2,420	75,978	3.19
2018	2,768,103	1,153	2,401	78,376	3.06
2019	2,740,658	1,153	2,377	78,376	3.03
2020 ⁴	2,878,085	1,153	2,496	78,376	3.18
2021 ⁴	3,032,055	1,153	2,637	78,376	3.36

Source: Fairfax County Comprehensive Annual Financial Report FY 2019 and Department of Finance

¹ Bonded Indebtedness beginning with Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with Fiscal Year 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "— Other Tax Supported Debt Obligations."

² U.S. Census Bureau, 2010 Decennial Censuses, U. S. Census Bureau Annual Estimates of the Resident Population: April 1, 2010, to July 1, 2017. 2018, 2019, 2020 and 2021, estimates are not yet available.

³ Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, and Fairfax County Department of Management and Budget 2011-2020 Estimates. The Cities of Fairfax and Falls Church were not included.

⁴ Estimate from the FY 2021 Adopted Budget Plan per the Fairfax County Department of Management and Budget.

**Debt Service Requirements as a
Percentage of General Fund Disbursements (in 000s)**

Fiscal Year Ended June 30	Debt Service Requirements¹	General Fund Disbursements	Percentage
2012	\$288,302	\$3,419,953	8.43%
2013	289,714	3,533,098	8.20
2014	295,451	3,637,841	8.12
2015	313,969	3,729,625	8.42
2016	323,859	3,860,655	8.39
2017	313,389	4,005,845	7.82
2018	337,077	4,112,554	8.20
2019	345,310	4,300,484	8.03
2020 ²	349,357	4,553,317	7.67
2021 ²	349,904	4,471,921	7.82

Sources: Fairfax County Comprehensive Annual Financial Report FY 2019 and Department of Finance

¹ The Debt Service Requirements include total principal and interest payments on the County's outstanding tax supported debt obligations, including all debt listed under the heading "– Other Tax Supported Debt Obligations."

² Estimates per the Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments. Estimates of General Fund disbursements for fiscal years 2020 and 2021 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

Underlying Bonded Indebtedness

The following table shows the underlying bonded indebtedness of towns within the boundaries of Fairfax County as of June 30, 2019:

Town of Vienna ¹	General Obligation Bonds and Capital Leases	\$26,298,844
Town of Herndon ¹	General Obligation and Public Improvement Notes	<u>21,236,500</u>
Total Underlying Bonded Indebtedness		<u>\$47,535,344</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

¹ Underlying Bonded Indebtedness for Fiscal Year 2019 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, beginning with FY 2013, Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount.

This underlying bonded indebtedness are obligations of the respective towns only and are not obligations of Fairfax County.

The bonds, notes and other obligations of Fairfax Water, the Fairfax County Park Authority, the Fairfax County Industrial Development Authority, the Fairfax County Economic Development Authority, the Fairfax County Redevelopment and Housing Authority, the Northern Virginia Health Center Commission, the Northern Virginia Transportation Commission, and the Mosaic District Community Development Authority are not obligations of the County.

TAX BASE DATA

Fairfax County annually reassesses over 360,000 parcels of real property employing a computer assisted mass reassessment program for both residential and non-residential properties. The County uses a statistic called the coefficient of dispersion (the “Coefficient of Dispersion”) which measures the uniformity of assessment to sale ratios among properties. The lower the coefficient of dispersion, the more uniform the assessment. The overall Coefficient of Dispersion in Fairfax County for tax year 2018 (FY 2019) was 3.4%, and the assessment to sales price ratio was 0.951. A Coefficient of Dispersion of 15% is considered good by professional assessing standards. The County falls into the excellent category, indicating a high degree of assessment uniformity and equity.

The assessed value for FY 2021 of the real estate tax base, as reported for calendar year 2020 assessments in the main tax book for Fairfax County, increased by 3.72% in value from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue.

Assessed Value of All Taxable Property¹

<u>Fiscal Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Total</u>
2012	\$192,062,068,734	\$15,265,499,862	\$207,327,568,596
2013	198,178,754,789	16,053,881,534	214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015	216,832,912,747	16,518,808,610	233,351,721,357
2016	224,411,716,328	16,895,179,934	241,306,896,262
2017	231,350,805,374	17,451,767,407	248,802,572,781
2018	235,919,724,142	17,592,325,499	253,512,049,641
2019	244,472,458,923	17,884,347,499	262,356,806,422
2020 ²	253,181,124,101	18,461,570,210	271,642,694,311
2021 ²	262,599,745,710	18,279,799,481	280,879,545,191

Sources: Fairfax County Department of Tax Administration and Department of Management and Budget. All years included figures for the Public Service Corporation. All Public Service Corporation real property assessments are required under Virginia law to be made at 100% of estimated market value annually by the State Corporation Commission.

¹ Figures are net of exonerated assessments and tax relief for the elderly and disabled.

² Estimate from the FY 2021 Adopted Budget Plan per Fairfax County Department of Management and Budget. Fiscal year property taxes are levied on prior year assessments.

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**Tax Rates per \$100 Assessed Value
(Fiscal Year)**

Tax Category	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Real Estate – Regular and Public Service	\$1.07	\$1.075	\$1.085	\$1.09	\$1.09	\$1.13	\$1.13	\$1.15	\$1.15	\$1.15
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Public Service	1.07	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Mobile Homes	1.07	1.075	1.085	1.09	1.09	1.13	1.13	1.15	1.15	1.15
Personal Property – Special ¹	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01

Sources: Fairfax County Adopted Budget Plans, FY 2012-FY 2021

¹ Includes vehicles specially equipped for the handicapped, privately owned vans used for van pools, vehicles belonging to volunteer fire and rescue squad members, vehicles owned by auxiliary police and reserve deputy sheriffs, certain property of homeowners associations, antique cars, aircraft, including flight simulators, and motor vehicles owned by qualified elderly or disabled individuals, and boats.

**Commercial-Industrial Percentage of the
Total Assessed Value of Real Property¹**

<u>Fiscal Year²</u>	<u>Percent (%)³</u>
2012	19.64
2013	20.77
2014	19.96
2015	19.01
2016	18.67
2017	18.89
2018	19.12
2019	19.43
2020	19.66
2021	19.72

Source: Fairfax County Department of Tax Administration

¹ Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.

² Fiscal year property taxes are levied on prior year assessments.

³ Includes the Towns of Vienna, Herndon and Clifton.

The following data show the assessed value of real property of the 25 largest holders of real property in the County as of January 1, 2020.

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**Top 25
Holders of Real Property in Fairfax County
As of January 1, 2020**

Rank	Property Owner	Property Type	Total Assessment¹
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	\$1,743,486,950
2	Capital One Bank	Office	838,869,160
3	PR Springfield Town Center LLC	Springfield Town Center	480,692,130
4	Fairfax Company of Virginia LLC	Fair Oaks Mall	430,538,000
5	Ps Business Parks LP	Industrial Parks	427,402,530
6	Reston Town Center Property LLC	Commercial & Retail	425,968,780
7	Washington Gas Light Company	Public Utility	400,179,089
8	Camden Summit Partnership LP	Apartments	383,359,160
9	Tysons Galleria LLC	Commercial & Retail	378,044,450
10	ExxonMobil Foundation	Office	373,021,100
11	Coresite Real Estate 12100	Office	370,264,520
12	Mitre Corporation	Office	365,714,760
13	Federal Home Loan Mortgage Corporation	Office	362,117,420
14	South of Market LLC	Office	323,086,550
15	Tysons Corner Office I LLC	Office	284,794,050
16	Tamares 7950 Owner LLC	Office	256,883,780
17	Hyundai Able Patriots Park LLC	Commercial & Industrial	253,544,290
18	Home Properties Mount Vernon LLC	Apartments and Office	246,484,320
19	WashReit Riverside Apartments LLC	Apartments	236,464,840
20	Writ LP	Commercial & Industrial	232,858,130
21	Boro I Office The LLC	Office	227,832,090
22	Dunn Loring Development Company LLC	Commercial & Retail	215,469,230
23	Eskridge (E&A) LLC	Commercial & Retail	213,234,170
24	JBG/Reston Executive Center LLC	Office, Apartments & Retail	208,988,110
25	Home Properties Orleans Village LLC	Apartments	206,097,360
Total			\$9,885,394,969

Source: Fairfax County Department of Tax Administration, January 1, 2020, tax rolls

¹ As of January 1, 2020, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.76% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2020, assessments generate tax revenue in FY 2021.

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**Real and Personal Property
Tax Levies and Tax Collections**

Fiscal Year	Total Levy¹	Current Collections²	% of Total Levy Collected³	Collection of Delinquent Taxes	Total Current & Delinquent Taxes⁴	% of Total Levy & Delinquent Taxes
2012	\$2,578,579,112	\$2,563,131,721	99.40	\$22,034,282	\$2,585,166,003	100.26
2013	2,685,186,192	2,679,668,935	99.79	18,659,978	2,698,328,913	100.49
2014	2,789,010,004	2,776,199,493	99.54	21,735,390	2,797,934,883	100.32
2015	2,932,029,373	2,926,228,317	99.80	23,425,378	2,949,653,695	100.60
2016	3,027,718,274	3,019,636,276	99.73	21,161,598	3,040,797,874	100.43
2017	3,218,263,071	3,206,288,719	99.63	25,396,075	3,231,684,794	100.42
2018	3,274,550,619	3,266,018,208	99.74	25,377,255	3,291,395,463	100.51
2019	3,430,013,545	3,420,685,498	99.73	27,120,935	3,447,806,433	100.52
2020	3,551,105,738	3,534,558,666	99.53	27,251,494	3,561,810,160	100.30
2021	3,651,307,109	3,633,073,904	99.50	27,251,494	3,660,325,398	100.25

Sources: Fairfax County Department of Management and Budget and Department of Tax Administration

¹The total levy is the levy for General Fund real and personal property taxes and does not include the property tax levy for Special Revenue Funds, e.g. for refuse collection and community centers.

²Current collections do not include tax collections for the Special Revenue Funds or payments in lieu of taxes. As a result of revised accounting procedures, the collection of penalty and interest payments for late payments of current taxes is included in the collection of current taxes rather than under the collection of back taxes.

³The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.

⁴FY 2012 through FY 2019 from Fairfax County Comprehensive Annual Financial Reports; FY 2020 and FY 2021 are estimates per the FY 2021 Adopted Budget Plan via the Department of Management and Budget and Department of Tax Administration. Estimates of tax collections for fiscal years 2020 and 2021 are subject to future adjustment to reflect potential impacts of the COVID-19 pandemic.

Section 58.1-3916 of the Code of Virginia authorizes Fairfax County, pursuant to Section 4-10-1 of the County Code, to impose a penalty of 10% for failure to pay taxes when due, with interest to be due on such taxes and penalty following the day such taxes are due at the rate of 10% per annum the first year and at the greater of 10% per annum and the rate established pursuant to Section 6621 of the Internal Revenue Code for the second and subsequent years of delinquency.

FINANCIAL INFORMATION

Five-Year Summary of Revenues, Expenditures and Fund Balances for the General Fund

The financial data shown in the following table represent a summary for the five fiscal years ended June 30, 2019, of the revenues, expenditures, and fund balances accounted for in the County's General Fund.

	Fiscal Years Ended June 30				
	2015	2016	2017	2018	2019
REVENUES					
Taxes	\$3,233,977,029	\$3,327,545,952	\$3,516,899,229	\$3,589,886,690	\$3,747,031,873
Permits, fees, and licenses	45,545,990	48,443,054	52,201,079	52,723,373	55,876,219
Intergovernmental	344,894,850	352,320,212	356,846,491	355,433,536	358,732,841
Charges for services	71,273,201	79,086,734	81,264,762	82,679,276	85,564,413
Fines and forfeitures	16,298,999	14,566,333	15,947,672	15,227,392	15,223,620
Developers' contributions	5,757	225,101	-	-	-
Use of money and property	15,701,691	22,679,412	31,325,447	47,076,323	75,360,724
Recovered costs	11,655,234	9,423,456	8,960,041	9,234,813	10,573,978
Gifts, donations, and contributions	916,287	969,583	890,976	1,221,172	1,352,426
Total revenues	<u>\$3,740,269,038</u>	<u>\$3,855,259,837</u>	<u>\$4,064,335,697</u>	<u>\$4,153,482,575</u>	<u>\$4,349,716,094</u>
EXPENDITURES					
Current:					
General government administration	\$162,063,387	\$159,574,082	\$158,210,278	\$154,169,910	\$165,860,066
Judicial administration	52,120,422	54,237,643	56,018,395	57,378,283	60,449,751
Public safety	634,174,750	646,258,835	673,290,385	683,701,748	712,268,123
Public works	84,038,207	88,201,178	90,215,133	93,472,087	95,769,815
Health and welfare	362,016,707	381,760,426	391,618,833	398,899,103	412,322,298
Community development	57,331,723	60,981,469	62,174,038	64,198,596	67,543,752
Parks, recreation, and cultural	34,297,699	36,311,287	36,528,547	38,349,375	40,003,747
Intergovernmental:					
Community development	10,492,636	10,746,095	10,988,449	11,360,629	11,424,718
Parks, recreation, and cultural	31,114,997	31,502,197	33,129,930	34,155,180	35,656,948
Education - for Public Schools	1,768,588,028	1,838,341,763	1,926,706,345	1,980,106,487	2,067,345,801
Capital outlay:					
General government admin.	11,071,093	13,020,325	11,545,792	14,037,641	21,822,724
Judicial administration	225,921	40,493	5,720	295,988	88,925
Public safety	1,388,288	7,726,916	1,851,101	2,055,229	2,385,861
Public works	128,823	265,695	247,960	31,250	216,212
Health and welfare	319,412	136,984	483,077	864,435	404,267
Community development	7,318	44,570	7,495	95,076	75,194
Parks, recreation, and cultural	4,275,727	4,878,597	3,676,970	4,063,338	4,091,628
Debt service:					
Principal retirement	314,660	228,213	857,156	866,604	876,157
Interest and other charges	22,987	9,767	68,367	58,919	49,366
Total expenditures	<u>\$3,213,992,785</u>	<u>\$3,334,266,535</u>	<u>\$3,457,623,971</u>	<u>\$3,538,159,878</u>	<u>\$3,698,655,353</u>
Revenues over (under) expenditures	\$526,276,253	\$520,993,302	\$606,711,726	\$615,322,697	\$651,060,741
OTHER FINANCING SOURCES (USES)					
Transfers in	\$12,473,516	\$14,363,192	\$21,572,105	16,440,411	6,753,319
Transfers out	(515,632,051)	(526,388,805)	(548,220,839)	(574,394,290)	(601,828,488)
Capital Leases	-	6,502,955	-	-	-
Total other financing sources (uses)	<u>\$(503,158,535)</u>	<u>\$(505,522,658)</u>	<u>\$(526,648,734)</u>	<u>\$(557,953,879)</u>	<u>\$(595,075,169)</u>
Net change in fund balances	23,117,718	15,470,644	80,062,992	57,368,818	55,985,572
Beginning Fund Balance	302,804,099	325,921,817	341,392,461	421,455,453	478,824,271
Ending Fund Balance	\$325,921,817	\$341,392,461	\$421,455,453	\$478,824,271	\$534,809,843

Source: Fairfax County Comprehensive Annual Financial Reports for the fiscal years ended June 30, 2015-2019, Exhibit A-3 - Statement of Revenues, Expenditures, and Changes in Fund Balances for Governmental Funds.

Financial Policies

The Board of Supervisors has been guided by long-standing financial policies and guidelines in the conduct of financial management. The governing statement of financial policy is contained within the Ten Principles of Sound Financial Management (“Ten Principles”). Adopted by the Board of Supervisors in 1975 and amended as needed to address changing economic conditions and management practices, the Ten Principles have been reaffirmed and have guided each succeeding Board of Supervisors to establish strong fiscal management tools and practices. The Ten Principles provide for the integration of land use planning with capital and operating budgets; establish guidelines for the development of annual balanced budgets; stress the importance of maintaining positive cash balances; establish firm not to exceed limits to debt ratios; provide guidance on cash management, internal controls, and performance measurement; provide guidelines restricting the proliferation of underlying debt and use of moral obligation financing; and encourage the development of a diversified economy within the County.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a “managed reserve” in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This reserve has been incorporated in the budget each fiscal year. This reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed 2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

From time to time the Board of Supervisors has amended the Ten Principles in order to address changing economic conditions and management practices. Changes adopted on April 21, 2015, reflect the Board’s commitment to increasing the County’s reserve policies and to continue to strengthen the County’s financial position. The Managed Reserve target was increased from 2% to 4% of General Fund disbursements and the Revenue Stabilization Fund target was increased from 3% to 5% of General Fund Receipts. In addition, an Economic Opportunity Reserve was established to stimulate economic growth and will provide for strategic investment opportunities that are identified as priorities by the Board of Supervisors. When fully funded, this reserve will equal 1% of total General Fund disbursements in any given fiscal year. Funding for this reserve would only occur after the Managed Reserve and the Revenue Stabilization Fund are fully funded at their new levels of 4% and 5%, respectively. As of the FY 2020 Carryover Review, the FY 2021 projected balance has the Managed Reserve fully funded at \$182.8 (4%) million, and the Revenue Stabilization Fund fully funded at \$228.5 million (5%). Also, the Economic Opportunity Reserve is now fully funded at \$45.7 million (1%).

Other policies and tools that have been designed to enhance the impact of the Ten Principles include annual adoption of budgetary guidelines, formal establishment of various expenditure, revenue, and special purpose reserves, capital improvement planning guidelines, policies for risk management, guidelines for acceptance of grant awards, and planning for information technology. Various tools in active use by the County include the annual budget, the Capital Improvement Program, revenue and

financial forecasts, and management initiatives such as a performance measurement program, a pay-for-performance management system, workforce planning, and various information technology initiatives.

Certain Financial Procedures

Description of Funds

The County's annual audited financial statements include the funds administered by the Board of Supervisors and the School Board. The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions in each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues, and expenditures.

Budgetary Procedure

The County has no legal authority to borrow in anticipation of future years' revenues, except by the issuance of bonds or bond anticipation notes.

Prior to the beginning of each fiscal year, the Board of Supervisors adopts a budget plan consisting of contemplated expenditures and estimated revenues for such fiscal year. On the basis of the adopted budget plan, the Board of Supervisors appropriates funds for the expenditures, and establishes tax rates sufficient to produce the revenues, contemplated in the budget plan.

The annual budgeting process for a fiscal year begins in the first quarter of the previous fiscal year with the submission by agency directors of budget requests to the Department of Management and Budget. During the second quarter, budget requests are reviewed and meetings between the County Executive, Deputy County Executives, and agency directors are held to discuss agency requests. Upon receipt of the preliminary budget of the School Board in the third quarter, the County Executive prepares an initial budget for submission to the Board of Supervisors and proposes tax rates sufficient to produce revenues needed to meet expenditures contemplated in the initial budget. After work sessions with the Board of Supervisors and public hearings on the proposed budget, changes are made and the final budget is adopted. Tax rates are established prior to the beginning of the fiscal year for which the budget is prepared.

During the fiscal year, quarterly reviews of revenue and expenditures are undertaken by the County Department of Management and Budget. On the basis of these reviews, the Board of Supervisors revises appropriations as needed or desired.

Investment Management Policy

The County's Division of Investments and Cash Management operates under the direction of the Investment Committee comprised of the Chief Financial Officer, Director of the Department of Management and Budget, the Director of the Department of Finance, the Director of the Department of Tax Administration, and the Deputy Director of the Department of Finance. Guided by a formal investment policy, the Committee continually reviews the County's investment policies and strategies and monitors daily investment activity.

During FY 2020, the County's average portfolio size (which includes investments in the General Fund, Special Revenue Funds, and Enterprise Funds) was approximately \$3.6 billion. The funds are invested in U.S. Treasury obligations, obligations of the Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Farm Credit Bank, and Fannie Mae, bankers' acceptances,

commercial paper (rated A1/P1 or higher), negotiable and non-negotiable and insured certificates of deposit, money market mutual funds limited to government obligations, corporate notes, bank notes, and other investments permitted under Virginia law for these purposes.

The County's investment policy, which governs the pooled cash, and general obligation bond proceeds, portfolios prohibits investment in instruments generally referred to as derivatives, and the County does not employ leverage in its investments.

The Association of Public Treasurers of the United States and Canada has awarded the County a certification for its investment policy each year since 1998. To achieve certification, an investment policy must establish standards recognized in the profession as fostering prudent management of public funds.

General Fund Revenues, Expenditures, Transfers and Beginning Fund Balance

The General Fund is maintained by the County to account for revenue derived from Countywide ad valorem taxes, other local taxes, licenses, fees, permits, charges for services, certain revenue from federal and State governments, and interest earned on invested cash balances of the General Fund and Capital Project Funds. General Fund expenditures and transfers include the costs of general County government, transfers to the School Operating Fund to pay the local share of operating Fairfax County public schools, and transfers to the Debt Service and Capital Projects Funds to pay debt service on County general obligation bonds and for certain capital improvement projects.

General Fund Summary

Shown below are the County's revenues, expenditures, transfers, and beginning fund balance of the General Fund for FY 2015 through FY 2019:

General Fund Revenues, Transfers In, and Beginning Fund Balance

	2015	2016	2017	2018	2019
General Property Taxes	\$2,727,409,751	\$2,818,183,929	\$3,003,139,306	\$3,062,962,780	\$3,218,786,090
Other Local Taxes	506,567,278	509,362,021	513,759,924	526,923,910	528,245,783
Permits, fees, and licenses	45,545,990	48,443,054	52,201,079	52,723,373	55,876,219
Intergovernmental	344,894,850	352,320,212	356,846,491	355,433,536	358,732,841
Charges for Services and Recovered Costs	82,928,435	88,510,190	90,224,803	91,914,089	96,138,391
Fines and Forfeitures	16,298,999	14,566,333	15,947,672	15,227,392	15,223,620
Use of money and property	15,701,691	22,679,412	31,325,447	47,076,323	75,360,724
Miscellaneous	922,044	1,194,684	890,976	1,221,172	1,352,426
Transfers In	12,473,516	14,363,192	21,572,105	16,440,411	6,753,319
Beginning Fund Balance	<u>302,804,099</u>	<u>325,921,817</u>	<u>341,392,461</u>	<u>421,455,453</u>	<u>478,824,271</u>
Total	<u>\$4,055,546,653</u>	<u>\$4,195,544,844</u>	<u>\$4,427,300,263</u>	<u>\$4,591,378,439</u>	<u>\$4,835,293,684</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2015-2019

General Fund Expenditures and Transfers Out

	2015	2016	2017	2018	2019
Transfer to School Operating Fund	\$1,768,588,028	\$1,838,341,763	\$1,926,618,902 ¹	\$1,980,019,600	\$2,067,259,207
Costs of General County Government	1,557,590,972	1,612,168,270	1,657,082,620	1,688,569,596	1,766,730,529
Transfer to Debt Service Funds	310,883,333	314,950,773	326,622,753	335,166,178	340,433,977
Transfer to Capital Project Funds	37,682,606	42,315,124	37,065,093	50,689,799	51,062,674
Transfer to Metro Construction and Operations Fund	11,298,296	11,298,296	13,557,955	13,557,955	20,695,098
Other Transfers	<u>43,581,601</u>	<u>41,581,114</u>	<u>44,897,487</u>	<u>44,551,040</u>	<u>54,302,356</u>
Total	<u>\$3,729,624,836</u>	<u>\$3,860,655,340</u>	<u>\$4,005,844,810</u>	<u>\$4,112,554,168</u>	<u>\$4,300,483,841</u>

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2015-2019

¹ Excludes the operating contribution of \$87,443 to Northern Virginia Community College.

Revenues

The following is a discussion of the General Fund revenue structure.

General Property Taxes – An annual ad valorem tax is levied by the County on the assessed value of real and tangible personal property located within the County as of January 1 preceding the fiscal year in which such tax is due. The personal property tax on motor vehicles that acquire situs within the County or have title transferred on or after January 2 is prorated on a monthly basis. Real property and personal property are assessed at 100% of fair market value. Real property taxes are due on July 28 and December 5 of the fiscal year in which they are levied. The payment date for personal property taxes is October 5. The penalty for late payment is 10% of the amount due, and interest on delinquent taxes and penalties accrues at a rate of 1% per annum for real estate taxes and 5% per annum for personal property taxes. In cases of property on which delinquent taxes are not paid within three years, the County may sell the property at public auction to pay the amounts due. There is no legal limit at the present time on the property tax rates that may be established by the County. Property taxes (including delinquent payments, penalties, and interest) accounted for 74.0% of total General Fund revenues in FY 2019. However, this percentage does not include the reimbursement from the Commonwealth of Virginia for a portion of the personal property tax. Including the reimbursement reflected in Intergovernmental revenue, the percentage of revenue from property taxes in FY 2019 was 78.9%. A description of the Commonwealth's plan to reduce personal property taxes follows.

During its 1998 Special Session, the General Assembly of Virginia enacted legislation to reduce personal property taxes applicable to individually owned motor vehicles. The reduction, which applies to the first \$20,000 in assessed value, was scheduled to be phased in over a five-year period. The legislation states that the Commonwealth will reimburse local governments for the revenue lost from the reduction in personal property tax collections. In fiscal years subsequent to the legislation personal property taxes paid by citizens steadily reduced until such reduction equaled 70% in 2002. Due to Commonwealth budget constraints, the 2003 Virginia General Assembly temporarily froze the tax reduction at 70%. The 2005 General Assembly revised this measure further to limit its tax relief payments to all localities to a total of \$950 million per tax year beginning with 2006 (fiscal year 2007). The County's fixed share of the \$950 million is \$211,313,944, as determined by its share of the total payments made to all localities by the Commonwealth during calendar years 2004 and 2005 for tax year 2004 (fiscal year 2005). The

County's total personal property tax collections for FY 2019 were \$633.1 million, comprised of \$421.8 million paid by taxpayers and \$211.3 million reimbursed by the Commonwealth of Virginia as Intergovernmental Revenue.

Other Local Taxes – The County levies various other local taxes, including a 1% local sales tax (collected by the Commonwealth and remitted to the County), a tax on consumer utility bills based on consumption for gas and electric services and a 5% communications sales tax which is imposed on the charge for or sale of communications services. Also included in this category are a cigarette tax of \$0.30 per pack, property recordation taxes, an automobile license tax, and various businesses, professional, and occupational licenses taxes. These taxes accounted for 12.1% of total General Fund revenues in FY 2019.

Permits, Privilege Fees, and Licenses – The County requires that licenses or permits be obtained in order to perform certain activities in the County and that fees be paid for services provided by certain County departments. These revenues represented 1.3% of total General Fund revenues for FY 2019.

Fines and Forfeitures – The sources of revenue in this category include court fines and penalties from the Circuit Court and the General District Court and court fines, costs from the Juvenile and Domestic Relations District Court and fines for traffic violations, misdemeanors, and felonies. In addition, the County receives revenues from parking violations as authorized under the County Code. Revenues in this category represented 0.3% of General Fund revenues in FY 2019.

Use of Money and Property – The principal sources of revenue to the General Fund from the use of money and property are interest on General Fund and Capital Project Fund investments and minor amounts of revenue from the sale and lease of County equipment and property. These revenues represented 1.7% of General Fund revenues in FY 2019.

Charges for Services and Recovered Costs – The principal sources of revenue to the General Fund from charges for services are County Clerk fees, school age child care fees, recreation fees, publication sales and various other services for which the County charges a fee. Revenues in this category represented 2.2% of General Fund revenues in FY 2019.

Intergovernmental Revenue – Intergovernmental revenue is comprised of revenue from the Commonwealth, revenue from the federal government, and revenue from local government. Revenues in this category represented 8.2% of General Fund revenues in FY 2019. This percentage includes the revenue that the County receives from the Commonwealth as reimbursement for the County's personal property tax. Each revenue source within intergovernmental revenue is described below.

Revenue from the Commonwealth – The County is reimbursed by the Commonwealth for a portion of shared expenses, including certain expenditures for social services, the sheriff's office, courts, the Office of the Commonwealth Attorney, and other constitutional offices. Additionally, the County receives a share of the net profits from the State Alcoholic Beverage Control Board's liquor sales and state contributions to assist in meeting law enforcement expenditures. As mentioned in the section concerning General Property Taxes, the Commonwealth also reimburses the County for a portion of its personal property tax on vehicles. Including the reimbursement for the County's personal property tax, revenues from this category represented 7.1% of total General Fund revenues in the fiscal year ended June 30, 2019. Excluding this reimbursement, revenue from this category represented 2.3% of General Fund revenue in FY 2019. The County receives a significant amount of additional State aid in support of public school operations. These revenues are credited directly to the School Operating and School Lunch Funds, however, and are not reflected in the General Fund.

Revenue from the Federal Government – The principal sources of categorical federal aid to the General Fund are federal grant money supporting human service programs such as supplemental nutrition, temporary assistance for needy families, foster care, adoption assistance, and medical assistance for clients of the Department of Family Services. This revenue category represented 1.0% of General Fund revenues in FY 2019.

Revenue from Local Government – The principal sources of local government revenues are reimbursement from the Public Schools System for school nurses and reimbursement from the Park Authority for the debt service. This revenue category represented 0.1% of General Fund revenues in FY 2019.

Miscellaneous Revenues – The sources of revenue in this category include the sale of land and buildings, contract rebates, and other miscellaneous sources. These revenue sources accounted for 0.03% of General Fund revenue in FY 2019.

Expenditures and Transfers

The following is a discussion of the major classifications of General Fund expenditures and transfers.

Transfer to School Operating Fund – The County transfers money from the General Fund to the School Operating Fund to pay the County's share of the costs of operating public schools in Fairfax County. This transfer represented approximately 48.1% of total disbursements from the General Fund in the fiscal year ended June 30, 2019. The transfer to the School Operating Fund was approximately 72.0% of total receipts of the School Operating Fund. Other revenues credited directly to the School Operating and School Lunch Funds include revenue from the Federal Government, the Commonwealth, the City of Fairfax (representing tuition of students residing in the City of Fairfax who attend Fairfax County schools), and other revenue derived locally from sale of textbooks, school lunches, etc.

Costs of General County Government – The County pays the costs of general County government from the General Fund. These costs include expenditures for general government administration, judicial administration, public safety, public works, health and welfare, parks, recreational and cultural programs, and community development. This classification was approximately 41.1% of total General Fund disbursements in FY 2019.

Transfer to Debt Service Fund – The County transfers from the General Fund to the Debt Service Fund amounts sufficient to pay principal and interest on outstanding County and School debt including general obligation bonds and EDA and FCRHA revenue bonds. Transfers to the Debt Service Fund represented 7.9% of total General Fund disbursements in FY 2019. Effective FY 2006, Fairfax County Public Schools (FCPS) transfers from its operating fund to the County's Debt Service Fund an amount sufficient to pay principal and interest on the applicable portion of the 2014A County Facilities Projects Bonds.

Transfer to Capital Project Funds – The County transfers money from the General Fund to the Capital Project Funds to pay the cost of certain capital improvements. The General Fund transfer to the Capital Project Funds (except for the General Fund transfer for Fairfax County's obligations to WMATA, which is discussed below) represented 1.2% of total General Fund disbursements in FY 2019.

Transfer to Metro Construction and Operations Fund – The County is a member jurisdiction of WMATA and as such has agreed to make certain capital contributions in support of the construction by WMATA of a rail transit system to serve the Washington metropolitan area (which includes the County)

and to pay a portion of the deficit incurred by WMATA in the operation of its bus system and rail system. The County generally has used bond proceeds to fund its capital contributions to WMATA and has transferred money from the General Fund to pay its share of the bus and rail operating subsidies. The General Fund transfer to the Metro Construction and Operations Fund to pay the County's share of the system's operating subsidies represented 0.5% of total General Fund disbursements in FY 2019. See the subsection herein entitled "GOVERNMENT SERVICES – Transportation" for a more complete discussion of the County's obligations with respect to WMATA.

Other Transfers – The County transfers money from the General Fund to other funds for a variety of purposes. The General Fund transfer to other funds includes transfers to the County Transit Systems, Information Technology, Aging Grants and Programs, Community-Based Funding Pool, Housing Programs for the Elderly, Health Benefits Trust, and Equipment Management and Transportation Agency. Transfers to other funds were 1.3% of total General Fund disbursements in FY 2019.

Transfer to Revenue Stabilization Fund – Beginning in FY 2000, the County began setting aside money in the General Fund for a Revenue Stabilization Fund to address significant revenue reductions during severe, prolonged economic downturns. The Revenue Stabilization Fund represented 41.2% of the total fund balance in the General Fund as of June 30, 2019.

FY 2020 Budget

On May 7, 2019, the Fairfax County Board of Supervisors voted to approve the FY 2020 Adopted Budget Plan. The FY 2020 budget was based on revenue growth of 3.1 percent over the FY 2019 Revised Budget Plan. The real estate tax rate of \$1.15 per \$100 of assessed value remained level over the FY 2019 Adopted Budget Plan. FY 2020 General Fund Disbursements totaled \$4.45 billion, which is a 1.2 percent increase above the FY 2019 Revised Budget Plan. County support to Fairfax County Public Schools totaled \$2.35 billion, which is a 3.8 percent increase over the FY 2019 Adopted Budget Plan and 52.8 percent of total FY 2020 Disbursements. Funding was also provided for employee compensation and additional funds toward reserves and the County retirement plans. For additional information on FY 2020 results, see the COVID-19 Matters section.

FY 2021 Budget

On February 25, 2020, the County Executive presented the FY 2021 Advertised Budget Plan to the Board of Supervisors. The FY 2021 Advertised Budget Plan was based on revenue growth of 3.5 percent and an increase of 3 cents to the real estate tax rate from \$1.15 per \$100 of assessed value to \$1.18 per \$100 of assessed value. The initial FY 2021 General Fund Disbursements would have been equal to \$4.63 billion, which would have been a 3.65 percent increase above the FY 2020 Adopted Budget Plan. County support to Fairfax County Public Schools would have been equal to \$2.43 billion, which be a 3.65 percent increase over the FY 2020 Adopted Budget Plan, and 52.6 percent of total originally proposed FY 2021 Disbursements. Also, funding would have been provided for employee compensation and additional funds toward Board priorities such as Early Childhood Opportunities, Environmental Initiatives, Diversion First, Opioid Use Prevention Efforts, Body-Worn Cameras, Police and Fire positions, and Library Hours. In addition, a new Strategic Plan was released concurrent with the original proposed budget.

On April 7, 2020, the initial FY 2021 budget proposal was updated and streamlined substantially to reflect the new economic realities associated with the COVID-19 pandemic. All proposed tax rate and fee increases were eliminated to alleviate pressure on the County's taxpayers. The real estate tax rate would remain at \$1.15 per \$100 of assessed value in FY 2021. Spending adjustments would be refocused on essential services only, which would include the elimination of employee compensation increases.

New positions would be reduced from 177 to 20 – with all but one of these positions directed to the Health Department to boost the County’s efforts to combat the COVID-19 pandemic. This updated proposal exemplified the County’s efforts to meet the community’s most critical needs and to protect the County’s existing employees. The budget approval timeline was also shifted back to allow for more time for Board of Supervisors’ and residents’ consideration.

The Board of Supervisors approved the FY 2021 Adopted Budget Plan on May 12, 2020, with no further changes from the update provided in April. Additional adjustments to the FY 2021 Revised Budget Plan, pending further economic and financial data, may be made in the fall of 2020 as part of the new FY 2021 Mid-Year Review and in the spring of 2021 as part of the FY 2021 Third Quarter Review.

CAPITAL IMPROVEMENT PROGRAM

In connection with the County’s adopted comprehensive land use plan, the Fairfax County Planning Commission annually prepares and submits to the Board of Supervisors a capital improvement program (“CIP”) for the ensuing five-year period. The CIP is designed to balance the need for public facilities as expressed by the County’s land use plan with the fiscal capability of the County to provide for those needs.

The CIP is an integral element of the County’s budgeting process. The five-year document serves as a general planning guide for the construction of general purpose, school and public utility projects in the County. The CIP is updated and approved by the Board of Supervisors each year. This annual review process prompts careful attention to the development of reliable capital expenditure and revenue estimates and the timely scheduling of bond referenda.

In connection with the CIP process, the Board of Supervisors has adopted certain policy guidelines for the development and financing of the CIP. These guidelines include self-imposed restrictions on the issuance of general obligation bonds designed to keep General Fund supported debt service expenditures less than 10% of total Combined General Fund disbursements, and to maintain the ratio of bonded indebtedness to the market value of taxable property in the County at a level less than 3.0%.

The Board of Supervisors continues to review the County’s debt program in light of current fiscal conditions and capital needs. Currently, general obligation bond sales for new money projects are limited to an average of \$300 million per year with a maximum limit of \$325 million in a single year. The CIP for fiscal years 2021-2025 (along with estimates for fiscal years 2026 to 2030) was presented to the Board of Supervisors on February 25, 2020. The County program includes new construction, renovation and renewal of school facilities, parks, housing development, revitalization, storm water management, public safety and courts, libraries, human services, solid waste, sewers, and transportation. Significant capital construction activity from FY 2021-2030 totaling \$10.30 billion is anticipated for the County, in addition to \$0.85 billion in regional parks and water supply projects that are undertaken within the County to benefit County residents, but is not managed or funded directly by the County. The total capital construction activity to be financed by the County totals \$11.15 billion from FY 2021-2030.

RETIREMENT SYSTEMS

Fairfax County administers four separate public employee retirement systems that provide pension benefits for various classes of County employees: Fairfax County Employees’ Retirement System (ERS), Fairfax County Police Officers Retirement System (PORS), Fairfax County Uniformed Retirement System (URS), and the Educational Employees’ Supplemental Retirement System of Fairfax

County (ERFC). In addition, professional employees of the Fairfax County Public Schools participate in a plan sponsored and administered by the Virginia Retirement System (VRS).

The Fairfax County retirement systems investments are managed by independent professional investment managers. Investments in derivatives are not made for speculative purposes but may be used by investment managers to gain access to markets, to reduce risk, or to reduce transaction costs.

In fiscal year 2015, the County implemented GASB No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*. GASB Statement No. 68 establishes the standards for accounting and reporting employee pension plans including the recognition and measurement of liabilities, deferred inflows and outflows, expenses and expenditures. The tables below are presented in conformity with GASB Statement No. 68.

As of June 30, 2018, membership in the reporting entity's plans consisted of the following:

Description	Primary Government			Component Unit – Public Schools
	ERS	PORS	URS	ERFC
Retirees and beneficiaries receiving benefits	8,989	1,119	1,354	12,101
Terminated employees entitled to, but not yet receiving, benefits	2,269	70	83	4,996
Deferred Retirement Option Plan participants	858	50	117	N/A
Active employees	13,904	1,350	1,974	22,048
Total number of plan members	26,020	2,589	3,528	39,145

Source: Fairfax County Comprehensive Annual Financial Report for FY 2019

Fairfax County Employees' Retirement System (ERS)

Plan Description

The Fairfax County Employees' Retirement System (ERS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia which covers only employees of the reporting entity. The plan covers full-time and certain part-time employees of the reporting entity who are not covered by other plans of the reporting entity or the VRS. This is the only plan that provides pension benefits to both the primary government and component units. The balances have been allocated in the financial statements as follows: County 67.5 percent including business type activities, FCPS 26.9 percent, EDA 0.5 percent, FCRHA 1.7 percent, FCPA 3.4 percent of all totals.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. Members who were hired before January 1, 2013, had the option to elect to join Plan A or Plan B, and members who were hired on or after January 1, 2013, may elect to join Plan C or Plan D. To be eligible for normal retirement, an individual must meet the following criteria: (a) attain the age of 65 with five years of service, (b) for Plans A and B, attain the age of 50 with age plus years of service being greater than or equal to 80, or (c) for Plans C and D, attain the age of 55 with age plus years of service being greater than or equal to 85. The normal retirement benefit is calculated using average final compensation (i.e., the highest 78 consecutive two week pay periods or the highest 36 consecutive monthly pay periods) and years (or partial years) of creditable service at date of termination. In addition, if normal retirement occurs before Social Security benefits are scheduled to begin, an

additional monthly benefit is paid to retirees. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those who commenced employment on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or entry into the Deferred Retirement Option Program (DROP). The benefit for early retirement is actuarially reduced and payable at early termination.

On December 4, 2018, the Fairfax County Board of Supervisors voted to approve changes to ERS, for employees hired on or after July 1, 2019, who will participate in a new plan. The changes include eliminating the pre-Social Security Supplement and eliminating the one-time 3 percent calculated retirement annuity increase from the plan. Changes also include the addition of a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security.

Effective July 1, 2005, a DROP was established for eligible members of the ERS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for ERS are established and may be amended by County ordinances, including member contribution rates. Plan A and Plan C require member contributions of 4.0 percent of compensation up to the maximum Social Security wage base and 5.33 percent of compensation in excess of the wage base. Plan B and Plan D require member contributions of 5.33 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2019, was 27.14 percent. Since the ERS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2019, the amortization target was increased to 99 percent. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2019 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made during the measurement period of the liability was \$188,578,414. The 2019 employer contribution totaled \$210,964,434.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2019
Total Pension Liability		
Service cost		\$96,662
Interest		385,505
Changes in benefit terms		603
Differences between expected and actual experience		41,363
Changes of assumptions		-
Benefit payments, including refunds of member contributions		(300,641)
Net change in total pension liability		223,492
Total pension liability – beginning		5,367,732
Total pension liability – ending		\$5,591,224
Plan Fiduciary Net Position		
Contributions – employer		188,578
Contributions – member		36,358
Net investment income		269,418
Benefit payments, including refunds of member contributions		(300,641)
Administrative expense		(2,171)
Net change in plan fiduciary net position		191,542
Plan fiduciary net position – beginning		3,749,385
Plan fiduciary net position – ending		\$3,940,927
Net pension liability – ending		\$1,650,297
Plan fiduciary net position as a percentage of the total pension liability		70.5%
Covered employee payroll		\$745,664
Net pension liability as a percentage of covered employee payroll		221.3%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2019

Administration

There are ten members of the ERS Board of Trustees. Four members are appointed by the Board of Supervisors. Three members are elected representing the following groups: County employees, Schools employees, and retired employees. The Fairfax County Director of Human Resources and the Director of Finance serve as ex-officio members of the board, along with an appointee from the Fairfax County Public Schools system.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Fairfax County Police Officers Retirement Systems (PORS)*Plan Description*

The Fairfax County Police Officers Retirement System (“PORS”) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia. The plan covers County police officers who are not covered by other plans of the reporting entity or the VRS and former Park Police officers who elected to transfer to the PORS from the Uniformed Retirement System effective January 22, 1983.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement, an individual must meet the following criteria: (a) if employed before July 1, 1981, attain the age of 55 or have completed 20 years of

creditable service, or (b) if employed on or after July 1, 1981, attain the age of 55 or have completed 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those sworn in on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if hired before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

On December 4, 2018, the Fairfax County Board of Supervisors voted to approve changes to PORS, for employees hired on or after July 1, 2019, who will participate in a new plan. The change eliminates the one-time 3 percent calculated retirement annuity increase from the plan.

Effective October 1, 2003, a DROP was established for eligible members of the PORS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for PORS are established and may be amended by County ordinances, including member contribution rates. Member contributions were based on 8.65 percent of compensation at June 30, 2019.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2019, was 40.10 percent of annual covered payroll. Since the PORS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2019, the amortization target was set to a 99 percent level. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2019 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made for the measurement period of the liability was \$44,504,675. The 2019 employer contribution totaled \$47,182,840.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2019
Total Pension Liability		
Service cost		\$30,744
Interest		118,405
Differences between expected and actual experience		1,315
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(77,838)
Net change in total pension liability		72,626
Total pension liability – beginning		1,640,669
Total pension liability – ending		\$1,713,295
Plan Fiduciary Net Position		
Contributions – employer		\$44,505
Contributions – member		9,896
Net investment income		94,135
Benefit payments, including refunds of member contributions		(77,838)
Administrative expense		(619)
Net change in plan fiduciary net position		70,079
Plan fiduciary net position – beginning		1,365,844
Plan fiduciary net position – ending		\$1,435,923
Net pension liability – ending		\$277,372
Plan fiduciary net position as a percentage of the total pension liability		83.8%
Covered employee payroll		\$114,173
Net pension liability as a percentage of covered employee payroll		242.9%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2019

Administration

There are seven members of the PORS Board of Trustees. Three members are appointed by the Board of Supervisors. Two members are active employee elected representatives, and one member is a retiree elected representative. The Fairfax County Director of Finance serves as an ex-officio member of the board.

Professional Services

Independent auditor, actuary and investment consultants are hired to provide service to the fund.

Fairfax County Uniformed Retirement System (URS)*Plan Description*

The Fairfax County Uniformed Retirement System (“URS”) is a legally separate single-employer defined benefit pension plan. The plan covers uniformed employees including non-clerical employees of the Fire and Rescue Department and Office of Sheriff, Park Police, Helicopter Pilots, Animal Wardens and Game Wardens who are not covered by other plans of the reporting entity or the VRS.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement an individual must meet the following criteria: (a) attain the age of 55 with six years of creditable service, or (b) complete 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and

years (or partial years) of creditable service at date of termination. Annual cost-of living adjustments are provided to retirees and beneficiaries equal to the lesser of 4.0 percent or the percentage increase in the Consumer Price Index for the Washington Consolidated Metropolitan Statistical Area. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. Those who commenced employment on or after January 1, 2013, may not use more than 2,080 hours of accrued sick leave toward service credit for retirement or DROP entry. To be eligible for early retirement, employees must have 20 years of creditable service. The benefit for early retirement is actuarially reduced and payable at early termination.

On December 4, 2018, the Fairfax County Board of Supervisors voted to approve changes to URS, for employees hired on or after July 1, 2019, who will participate in a new plan. The changes include eliminating the pre-Social Security Supplement and eliminating the one-time 3 percent calculated retirement annuity increase from the plan. Changes also include the addition of a cost-neutral Early Age Option for employees who retire prior to full retirement age under Social Security.

Effective October 1, 2003, a DROP was established for eligible members of the URS. Members who are eligible for normal service retirement are eligible to participate in this program. DROP provides the ability for an employee to retire for purposes of the pension plan, while continuing to work and receive a salary for a period of three years. During the DROP period, the pension plan accumulates the accrued monthly benefit into an account balance identified as belonging to the member. The account balance is credited with interest in the amount of 5.0 percent per annum, compounded monthly. The monthly benefit is calculated using service and final compensation as of the date of entry in DROP, with increases equal to the annual COLA adjustment provided for retirees.

Funding Policy

All contribution requirements for URS are established and may be amended by County ordinances, including member contribution rates. Employees hired before July 1, 1981, were enrolled in Plan A. Plan A members were given the opportunity to enroll in Plan B as of July 1, 1981, and to enroll in Plan C as of April 1, 1997. From July 1, 1981, through March 31, 1997, all new hires were enrolled in Plan B. Plan B members were given the opportunity to enroll in Plan D as of April 1, 1997. From April 1, 1997, through December 31, 2012, all new hires were enrolled in Plan D. From January 1, 2013, forward all new hires are enrolled in Plan E. Plan A requires member contributions of 4.0 percent of compensation up to the Social Security wage base and 5.75 percent of compensation in excess of the wage base. Plan B requires member contributions of 7.08 percent of compensation up to the Social Security wage base and 8.83 percent of compensation in excess of the wage base. Plan C requires member contributions of 4.0 percent of compensation. Plan D and Plan E require contributions of 7.08 percent of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2019, was 38.84 percent of annual covered payroll. Since the URS's adjusted funded ratio (the ratio of the sum of the actuarial value of assets and commitments already made to fund changes to the actuarial accrued liability) fell below 90 percent, the contribution rate includes a margin to amortize this shortfall back to the 90 percent level. For fiscal year 2019, the amortization target was increased to a 99 percent level. Per the County's pension funding policy as approved by the Board of Supervisors as part of the FY 2019 Adopted Budget Plan and incorporated in the Fairfax County Code, the County will continue increasing the amortization target so that, at or before fiscal year 2020, 100 percent of the unfunded actuarial accrued liability is amortized and included in the contribution rate. The employer contribution made for the measurement period of the liability was \$67,895,377. The 2019 employer contribution totaled \$69,246,070.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year		2019
Total Pension Liability		
Service cost		\$42,115
Interest		147,114
Changes in benefit terms		956
Differences between expected and actual experience		(1,128)
Changes in assumptions		-
Benefit payments, including refunds of member contributions		(96,896)
Net change in total pension liability		92,161
Total pension liability – beginning		2,033,689
Total pension liability – ending		\$2,125,850
Plan Fiduciary Net Position		
Contributions – employer		\$67,895
Contributions – member		12,262
Net investment income		131,997
Benefit payments, including refunds of member contributions		(96,896)
Administrative expense		(618)
Net change in plan fiduciary net position		114,640
Plan fiduciary net position – beginning		1,645,263
Plan fiduciary net position – ending		\$1,759,903
Net pension liability – ending		\$365,947
Plan fiduciary net position as a percentage of the total pension liability		82.8%
Covered employee payroll		\$174,808
Net pension liability as a percentage of covered employee payroll		209.3%

Source: Fairfax County Comprehensive Annual Financial Report for FY 2019

Administration

There are eight members of the URS Board of Trustees. Three members are appointed by the Board of Supervisors. Three members are employee elected representatives comprised of two members from the Fire and Rescue Department, and one member from the Sheriff's Department. The Fairfax County Director of Finance and Director of Human Resources serve as ex-officio members of the board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)*Plan Description*

The Educational Employees' Supplementary Retirement System of Fairfax County ("ERFC") is a legally separate single-employer retirement system established under the Code of Virginia. The ERFC covers all full-time educational and civil service employees who are employed by the Public Schools and who are not covered by other plans of the reporting entity. The ERFC 2001 is the retirement plan for members of the ERFC whose membership commenced on or after July 1, 2001.

Benefit provisions for ERFC and ERFC 2001 are established and may be amended by ERFC's Board of Trustees (ERFC Board) subject to approval by the School Board. All members are vested for benefits after five years of service. The ERFC benefit formula was revised effective July 1, 1988,

following changes to VRS, which ERFC has historically supplemented. The benefit structure is designed to supplement VRS and Social Security benefits to provide a level retirement benefit throughout retirement.

ERFC 2001 has a stand-alone structure. Member contributions for ERFC and ERFC 2001 are made through an arrangement that results in a deferral of taxes on the contributions. Further details of member contributions may be found in Article III of the ERFC and ERFC 2001 Plan Documents.

ERFC and ERFC 2001 provide for a variety of benefit payment types. ERFC's payment types include Service Retirement, Reduced Service, Disability, Death-in-Service, and Deferred Retirement. ERFC 2001's payment types include Service Retirement, Death-in-Service, and Deferred Retirement. ERFC's minimum eligibility requirements for receipt of full benefits range from members attaining the age of 55 with 25 years of service to completing five years of service prior to age 65. The minimum eligibility requirements for full benefits for ERFC 2001 Tier 1 members are age 60 with five years of service or any age with 30 years of service. The minimum eligibility requirements for full benefits for ERFC Tier 2 members are full Social Security age with five years of service or age and service equal 90 (the rule of 90). Annual post-retirement cost-of-living increases are effective each March 31. Participants in their first full year of retirement from ERFC 2001 Tier 1 receive a 1.49 percent increase. Participants who retire on or after January 1 receive no cost-of-living increase that first March. Under ERFC 2001 Tier 2, the first cost-of-living will equal approximately half of the full amount. Thereafter, the full cost-of-living will equal 100 percent of the Consumer Price Index for all Urban Consumers for the Washington, D.C. metropolitan area for the period ending in November of each year, capped at 4%. Additional details regarding benefit payment types can be found in the actuarial valuation and the Plan Documents.

Funding Policy

All contribution requirements for ERFC plans are established and may be amended by the ERFC Board with the approval of the School Board. The requirements are based upon a fundamental financial objective of having rates of contribution that remain relatively level from generation to generation of employees. To determine the appropriate employer contribution rates and to assess the extent to which the fundamental financial objective is being achieved, ERFC has actuarial valuations prepared annually. Members are required to contribute 3 percent of annual salary. The employer is required to contribute at an actuarially determined rate which was 6.26 percent for fiscal year 2019. Employer contributions to the pension plan were \$96,982,911 and \$91,704,877 for the years ended June 30, 2019, and June 30, 2018, respectively.

The actuarial valuations are used to set the employer contribution rate for the two-year period beginning 18 months after the valuation date. As such, the December 31, 2015, valuation recommended that the contribution rate for the two-year period beginning July 1, 2017, to June 30, 2019, be increased from 5.6 percent to 6.24 percent. However, the December 31, 2016, valuation resulted in an actuarially determined rate of 6.26 percent, which the Board of Trustees elected to implement for the fiscal year ending June 30, 2019.

Schedule of Changes in Net Pension Liability and Related Ratios (Dollar amounts in thousands)

CAFR Reporting Year Measurement Date June 30 of prior year	2019
Total Pension Liability	
Service cost	\$88,599
Interest	221,107
Changes of Benefit Terms	-
Differences between expected and actual experience	12,141
Changes of assumptions	-
Benefit payments, including refunds of member contributions	(177,720)
Net change in total pension liability	<u>144,127</u>
Total pension liability – beginning	<u>3,094,309</u>
Total pension liability – ending	<u>\$3,238,436</u>
Plan Fiduciary Net Position	
Contributions – employer	\$91,705
Contributions – member	44,169
Net investment income	188,145
Benefit payments, including refunds of member contributions	(177,720)
Administrative expense	(4,300)
Net change in plan fiduciary net position	<u>141,999</u>
Plan fiduciary net position – beginning	<u>2,304,281</u>
Plan fiduciary net position – ending	<u>\$2,446,280</u>
Net pension liability – ending	<u>\$792,156</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>75.5%</u>
Covered employee payroll	\$1,469,629
Net pension liability as a percentage of covered employee payroll	<u>53.9%</u>

Source: Fairfax County Comprehensive Annual Financial Report for FY 2019

Administration

The Board is composed of seven members: three are appointed by the School Board, and three are elected by active ERFC members. The six combined Board members recommend someone who is not affiliated with FCPS for the seventh position, which is subject to approval by the School Board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Virginia Retirement Systems (VRS)*Plan Description*

FCPS contributes to VRS on behalf of its covered professional employees. VRS is a cost-sharing, multiple-employer retirement system, which administers two defined benefit plans and a hybrid plan that combines the features of a defined benefit plan and a defined contribution plan. These plans are administered by the Commonwealth and provide coverage for Commonwealth employees, public school board employees, employees of participating political subdivisions, and other qualifying employees. All full-time, salaried, permanent employees of VRS-participating employers are automatically covered under VRS. All employees hired after January 1, 2014, are automatically enrolled in the Hybrid Plan. Contributions made by members and participating VRS employers are invested to provide future retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries.

Funding Policy

The contribution requirement for active employees is governed by Section 51.1-145 of the Code, as amended, but may be affected as a result of funding provided to school divisions by the Virginia General Assembly. Employees are required to contribute 5.0 percent of their compensation toward their retirement. Each school division's contractually required contribution rate for the year ended June 30, 2019 was 15.68 percent of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2017. The actuarial rate for the Teacher Retirement Plan was 15.68 percent. The actuarially determined rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employee during the year, with an additional amount to finance any unfunded accrued liability. Based on the provisions of Section 51.1-145 of the Code, as amended, the contributions were funded at 100 percent of the actuarial rate for the year ended June 30, 2019. Employer contributions to the pension plan were \$242,912,277 and \$240,020,797 for the years ended June 30, 2019, and June 30, 2018, respectively.

Fairfax County Retirement Systems – Plan Revisions from the Board of Supervisors

As directed by the Board of Supervisors, the Fairfax County Department of Human Resources contracted with a benefits consultant to conduct a comprehensive retirement study. Based on the results of this study, the Board of Supervisors, as part of their mark-up of the FY 2013 Adopted Budget Plan on April 24, 2012, reaffirmed the County's commitment to a defined benefit plan model for current employees and for new hires. The Board also directed staff to prepare revisions to the Fairfax County Code to incorporate several modifications to the retirement systems, to apply only to new employees who are hired after January 1, 2013. These changes included increasing the minimum retirement age from 50 to 55 in the Employees' system, increasing the rule of 80 to the rule of 85 in the Employees' system, removing the pre-Social Security Supplement from DROP accounts in the Employees' system and the Uniformed system, and placing a cap on the use of sick leave for retirement purposes at 2,080 hours for all three retirement systems.

During 2017 and 2018, the Board of Supervisors again directed County staff to review its retirement plans. A retirement workgroup was established consisting of Board members and employee group representatives that included presentations and group discussions on retirement demographics, trends, potential benefit changes. Following a public hearing on December 4, 2018, the Board of Supervisors approved changes for new employees hired on or after July 1, 2019. These changes included the elimination of the Pre-Social Security supplement for the Employees' and Uniformed systems, and the elimination of a prior provision that increased the annual annuity calculation by 3 percent for the Employees, Uniformed, and Police Retirement plans.

Fairfax County - Other Post-Employment Benefits (OPEB)

Plan Description and Administration

The Fairfax County OPEB Plan (the “Plan”) is a single-employer defined benefit plan administered by Fairfax County. The Plan provides the opportunity to continue participation in medical/dental, vision, and life insurance benefits for eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. The benefit provisions are established and may be amended by the Board. Fiduciary oversight is provided by the members of the Local Finance Board for OPEB and deferred compensation. The members of this finance board are the CFO/Director of Management and Budget, Director of Finance, Director of Human Resources, and the Executive Director of the Retirement Agency. The Plan does not issue a stand-alone financial report.

Beginning in fiscal year 2006 the amount of monthly medical subsidy provided by the County is based on years of service and ranges from \$30 per month to \$220 per month. Employees who retired prior to July 1, 2003, are eligible for the greater of the amount based on the current subsidy structure and an amount calculated based on the subsidy structure in place prior to July 2003. In addition, the Board has established a program to subsidize the continuation of term life insurance at reduced coverage amounts for retirees. Retirees generally pay for 50 percent of their coverage amounts at age-banded premium rates, with the County incurring the balance of the cost. In order to receive these subsidies, retirees must be 55 or older and have a minimum of five years of service credit. If participation in any of the benefit areas is discontinued, eligibility is lost and a retiree may not re-enroll into the Plan benefit. Consequently, all inactive employees are considered to be receiving benefits.

Participant data for fiscal years 2018 and 2019 is as follows:

Membership	FY 2018	FY 2019
Medical Members		
Number of Active Members	13,520	13,364
Average Age	45	44
Average Service	12	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	4,819	5,381
Average Age	68	67
Life Insurance Members		
Number of Active Members	13,520	13,364
Average Age	45	44
Average Service	12	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	5,502	5,761
Average Age	68	68

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

Statement of Changes in Net Position for the Fiscal Year ended June 30, 2019 – OPEB Trust Fund

ADDITIONS:	<u>2019</u>
Contributions:	
Employer	\$25,316,090
Other	<u>342,491</u>
Total Contributions	<u>25,658,581</u>
Investment Income from Investment Activities:	
Net (appreciation) in fair value of investments	13,915,680
Interest	<u>158,486</u>
Total Income from Investment Activities	<u>14,074,166</u>
Less Investment Activities Expenses:	
Management Fees	236,569
Other	<u>500</u>
Total Investment Activities Expenses	<u>237,069</u>
Net Income from Investment Activities	<u>13,837,097</u>
Net investment income	<u>13,837,097</u>
Total Additions	<u>39,495,678</u>
DEDUCTIONS:	
Benefits	22,826,808
Administrative Expenses	<u>127,259</u>
Total Deductions	<u>22,954,067</u>
Net Increase	16,541,611
Net Position - July 1, 2018	<u>308,298,023</u>
Net Position - June 30, 2019	<u>\$324,839,634</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

Net OPEB Liability for the Plan

The Plan's net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$470,033,000
Plan Fiduciary Net Position (Market Value of Assets)	<u>(324,839,634)</u>
Net OPEB Liability	<u>\$145,193,336</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	69.11%

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

Fairfax County Public Schools - Other Post-Employment Benefits (OPEB)

Plan Description and Administration

The Fairfax County Public Schools OPEB Trust Fund is a single-employer defined benefit plan administered by the Fairfax County Public Schools (Public Schools”). Public Schools’ plan provides health benefits to eligible retirees and their spouses. The plan benefits correspond with benefits available to active employees. Benefit provisions are established and may be amended by the School Board. Fiduciary oversight is provided by the members of the Local Finance Board for OPEB. The Plan does not issue a stand-alone financial report.

A retiree and/or spouse who is at least 55 of years of age and participates in a Public Schools administered health insurance plan will receive an explicit subsidy ranging from \$15 to \$175 per month, based on years of service and the retirement plan in which the retiree is covered. In addition, Public Schools provides an implicit subsidy by allowing retirees to participate in the health insurance plans at the group premium rates calculated on the entire universe of active and retired employees. This subsidy occurs because, on an actuarial basis, the current and future claims of the retiree participants are expected to result in higher per person costs to the insurance plans than will be the experience for active employees.

Participant data for fiscal years 2018 and 2019 is as follows:

Membership	FY 2018	FY 2019
Medical Members		
Number of Active Members	20,309	20,309
Average Age	46	46
Average Service	11	11
<u>Number of Inactive Members</u>		
Retirees and Spouses	10,037	10,037
Average Age	72	72
Life Insurance Members		
Number of Active Members	4,705	4,705
Average Age	52	52
Average Service	12	12
<u>Number of Inactive Members</u>		
Retirees and Spouses	2,546	2,546
Average Age	71	71

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

Statement of Changes in Net Position for the Fiscal Year ended June 30, 2019 – OPEB Trust Fund

ADDITIONS:	<u>2019</u>
Contributions:	
Employer	<u>\$34,286,809</u>
Total Contributions	<u>34,286,809</u>
Investment Income from Investment Activities:	
Net increase in fair value of investments	<u>6,428,539</u>
Total Income from Investment Activities	<u>6,428,539</u>
Total Additions	<u>40,715,348</u>
DEDUCTIONS:	
Benefits payments / refunds	29,286,809
Administrative Expenses	<u>95,003</u>
Total Deductions	<u>29,381,812</u>
Net Increase	<u>11,333,536</u>
Net Position - July 1, 2018	<u>135,175,429</u>
Net Position - June 30, 2019	<u>\$146,508,965</u>

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

Net OPEB Liability for the Plan

The Public Schools' net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability for the Plan are as follows:

Total OPEB Liability	\$183,525,004
Plan Fiduciary Net Position (Market Value of Assets)	<u>(146,508,965)</u>
Net OPEB Liability	<u>\$37,016,039</u>
Plan Fiduciary Net Position as % of Total OPEB Liability	79.83%

Source: Fairfax County Comprehensive Annual Financial Report FY 2019

For further information regarding the County's retirement systems, see "Basic Financial Statements – Notes to Financial Statements – Notes G and H" in Appendix IV.

CONTINGENT LIABILITIES AND CLAIMS

The County is contingently liable with respect to lawsuits and other claims that arise in the ordinary course of its operations. See Note [L] in the County's Financial Statements in Appendix IV to this Official Statement for details as of the end of fiscal year 2020.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix VI.

TAX MATTERS – SERIES 2021A BONDS

Opinion of Bond Counsel

In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under current law, and subject to the provisions of this section, interest on the Series 2021A Bonds will not be includable in gross income of the owners of the Series 2021A Bonds for federal income tax purposes. Interest on the Series 2021A Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2021A Bonds in the event of a failure by the County or the School Board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Series 2021A Bonds and timely payment of certain investment earnings to the United States Treasury. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2021A Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Series 2021A Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax under the Code.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Series 2021A Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2021A Bonds. In general, the issue price of a maturity of the Series 2021A Bonds is the first price at which a substantial amount of Series 2021A Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers), which may differ from the price shown on the inside cover page of this Official Statement, and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

Original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial

amount of such Bonds is sold to the public may be determined according to rules that differ from those described above. An owners of a Discount Bond should consult his tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of Series 2021A Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2021A Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Series 2021A Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). No deduction is allowed for such amortization of Bond Premium; however, Bond Premium is treated as an offset to qualified stated interest received on the Series 2021A Bonds. An owner of such Series 2021A Bonds is required to decrease his adjusted basis in such Series 2021A Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2021A Bonds are held. An owner of such Series 2021A Bonds should consult his tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2021A Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2021A Bonds.

Backup Withholding

Interest paid on the Series 2021A Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2021A Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2021A Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the Series 2021A Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2021A Bonds or the inclusion in certain computations of interest on the Series 2021A Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2021A BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2021A Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2021A Bonds. Prospective purchasers of the Series 2021A Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

TAX MATTERS – SERIES 2021B BONDS

In General

Interest on the Series 2021B Bonds will be includable in the gross income of the owners thereof for purposes of federal income taxation. See “– Certain U.S. Federal Income Tax Considerations” below.

Certain U.S. Federal Income Tax Considerations

The following summary of certain United States federal income tax consequences of the purchase, ownership and disposition of the Series 2021B Bonds is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (including changes in effective dates), which change may be retroactive, or possible differing interpretations. No assurance can be given that future changes in the law will not alter the consequences described herein. It deals only with the Series 2021B Bonds held as capital assets and does not purport to deal with persons in special tax situations, including but not limited to financial institutions, insurance companies, regulated investment companies, dealers in securities or currencies, persons holding the Series 2021B Bonds as a hedge against currency risks or as a position in a “straddle” for tax purposes, or persons whose functional currency is not the U.S. dollar. It also does not deal with holders other than investors who purchase Series 2021B Bonds in the initial offering at the first price at which a substantial amount of such substantially identical bonds are sold to the general public (except where otherwise specifically noted). Persons considering the purchase of the Series 2021B Bonds should consult their own tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Series 2021B Bonds arising under the laws of any other taxing jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Series 2021B Bond that is for U.S. federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized in

or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (b) the trust was in existence on August 20, 1996, and properly elected to continue to be treated as a United States person. Moreover, as used herein, the term “U.S. Holder” includes any holder of a Series 2021B Bond whose income or gain in respect of its investment in a Series 2021B Bond is effectively connected with the U.S. trade or business. As used herein, the term “Non-U.S. Holder” means a beneficial Owner of a Series 2021B Bond (other than an entity that is classified as a partnership) that is not a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is the beneficial owner of any Series 2021B Bond, the treatment of a partner in that partnership will generally depend upon the status of such partner and the activities of such partnership. A partnership and any partner in a partnership holding Series 2021B Bonds should consult its own tax advisor.

Payments of Interest

Payments of interest on a Series 2021B Bond generally will be taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting), provided such interest is “qualified stated interest,” as defined below.

Original Issue Discount

The following summary is a general discussion of the U.S. federal income tax consequences to U.S. Holders of the purchase, ownership and disposition of Series 2021B Bonds issued with original issue discount (“OID Bonds”), if any. The following summary is based upon final Treasury regulations (the “OID Regulations”) released by the Internal Revenue Service (“IRS”) under the original issue discount provisions of the Code.

For U.S. federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a bond over its issue price, if such excess equals or exceeds a *de minimis* amount (generally $\frac{1}{4}$ of 1% of the bond’s stated redemption price at maturity multiplied by the number of complete years to its maturity from its issue date or, in the case of a bond providing for the payment of any amount other than qualified stated interest (as defined below) prior to maturity, multiplied by the weighted average maturity of such bond). The issue price of each maturity of substantially identical Series 2021B Bonds equals the first price at which a substantial amount of such maturity of Series 2021B Bonds has been sold (ignoring sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers), which may not be the same as the prices shown on the inside cover of this official statement. The stated redemption price at maturity of a Series 2021B Bond is the sum of all payments provided by the Series 2021B Bond other than “qualified stated interest” payments. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. Payments of qualified stated interest on a Series 2021B Bond are generally taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting).

A U.S. Holder of an OID Bond must include original issue discount in income as ordinary interest income for U.S. federal income tax purposes as it accrues under a constant yield method in advance of

receipt of the cash payments attributable to such income, regardless of such U.S. Holder's regular method of tax accounting. In general, the amount of original issue discount included in income by the initial U.S. Holder of an OID Bond is the sum of the daily portions of original issue discount with respect to such OID Bond for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such OID Bond. The "daily portion" of original issue discount on any OID Bond is determined by allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that accrual period. An "accrual period" may be of any length and the accrual periods may vary in length over the term of the OID Bond, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of original issue discount allocable to each accrual period is generally equal to the difference between (i) the product of the OID Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of an OID Bond at the beginning of any accrual period is the sum of the issue price of the OID Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the OID Bond that were not qualified stated interest payments. Under these rules, U.S. Holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder who purchases an OID Bond for an amount that is greater than its adjusted issue price as of the purchase date and less than or equal to the sum of all amounts payable on the OID Bond after the purchase date, other than payments of qualified stated interest, will be considered to have purchased the OID Bond at an "acquisition premium." Under the acquisition premium rules, the amount of original issue discount which such U.S. Holder must include in its gross income with respect to such OID Bond for any taxable year (or portion thereof in which the U.S. Holder holds the OID Bond) will be reduced (but not below zero) by the portion of the acquisition premium properly allocable to the period.

U.S. Holders may generally, upon election, include in income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) that accrues on a debt instrument by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions. This election will generally apply only to the debt instrument with respect to which it is made and may be revoked only with the consent of the IRS.

Market Discount

If a U.S. Holder purchases a Series 2021B Bond, other than an OID Bond, for an amount that is less than its issue price (or, in the case of a subsequent purchaser, its stated redemption price at maturity) or, in the case of an OID Bond, for an amount that is less than its adjusted issue price as of the purchase date, such U.S. Holder will be treated as having purchased such Series 2021B Bond at a "market discount," unless the amount of such market discount is less than a specified de minimis amount.

Under the market discount rules, a U.S. Holder will be required to treat any partial principal payment (or, in the case of an OID Bond, any payment that does not constitute qualified stated interest) on, or any gain realized on the sale, exchange, retirement or other disposition of, a Series 2021B Bond as ordinary income to the extent of the lesser of (i) the amount of such payment or realized gain or (ii) the market discount which has not previously been included in gross income and is treated as having accrued on such Series 2021B Bonds at the time of such payment or disposition. Market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the

Series 2021B Bonds, unless the U.S. Holder elects to accrue market discount on the basis of semiannual compounding.

A U.S. Holder may be required to defer the deduction of all or a portion of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry a Series 2021B Bond with market discount until the maturity of such Series 2021B Bond or certain earlier dispositions, because a current deduction is only allowed to the extent the interest expense exceeds an allocable portion of market discount. A U.S. Holder may elect to include market discount in income currently as it accrues (on either a ratable or semiannual compounding basis), in which case the rules described above regarding the treatment as ordinary income or gain upon the disposition of the Series 2021B Bond and upon the receipt of certain cash payments and regarding the deferral of interest deductions will not apply. Generally, such currently included market discount is treated as ordinary interest for U.S. federal income tax purposes. Such an election will apply to all debt instruments acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

Premium

If a U.S. Holder purchases a Series 2021B Bond for an amount that is greater than the sum of all amounts payable on the Series 2021B Bond after the purchase date, other than payments of qualified stated interest, such U.S. Holder will be considered to have purchased the Series 2021B Bond with “amortizable bond premium” equal in amount to such excess. A U.S. Holder may elect to amortize such premium using a constant yield method over the remaining term of the Series 2021B Bond and may offset interest otherwise required to be included in respect of the Series 2021B Bond during any taxable year by the amortized amount of such excess for the taxable year. Bond premium on a Series 2021B Bond held by a U.S. Holder that does not make such an election will decrease the amount of gain or increase the amount of loss otherwise recognized on the sale, exchange, redemption or retirement of a Series 2021B Bond. However, if the Series 2021B Bond may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity, special rules would apply which could result in a deferral of the amortization of some bond premium until later in the term of the Series 2021B Bond (as discussed in more detail below). Any election to amortize bond premium applies to all taxable debt instruments held by the U.S. Holder on or after the first day of the first taxable year to which such election applies and may be revoked only with the consent of the IRS.

The following rules apply to any Series 2021B Bond that may be optionally redeemed after the U.S. Holder acquires it at a price in excess of its stated redemption price at maturity. The amount of amortizable bond premium attributable to such Series 2021B Bond is equal to the lesser of (1) the difference between (A) such U.S. Holder’s tax basis in the Series 2021B Bond and (B) the sum of all amounts payable on such Series 2021B Bond after the purchase date, other than payments of qualified stated interest and (2) the difference between (X) such U.S. Holder’s tax basis in such Series 2021B Bond and (Y) the sum of all amounts payable on such Series 2021B Bond after the purchase date due on or before the early call date, other than payments of qualified stated interest. If a Series 2021B Bond may be redeemed on more than one date prior to maturity, the early call date and amount payable on the early call date that produces the lowest amount of amortizable bond premium, is the early call date and amount payable that is initially used for purposes of calculating the amount pursuant to clause (2) of the previous sentence. If an early call date is not taken into account in computing premium amortization and the early call is in fact exercised, a U.S. Holder will be allowed a deduction for the excess of the U.S. Holder’s tax basis in the Series 2021B Bond over the amount realized pursuant to the redemption. If an early call date is taken into account in computing premium amortization and the early call is not exercised, the Series 2021B Bond will be treated as “reissued” on such early call date for the call price. Following the deemed reissuance, the amount of amortizable bond premium is recalculated pursuant to the rules of this section “Premium.” The rules relating to Series 2021B Bonds that may be optionally redeemed are complex and,

accordingly, prospective purchasers are urged to consult their own tax advisors regarding the application of the amortizable bond premium rules to their particular situation.

Disposition of a Series 2021B Bond

Except as discussed above, upon the sale, exchange or retirement of a Series 2021B Bond, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (other than amounts representing accrued and unpaid interest) and such U.S. Holder's adjusted tax basis in the Series 2021B Bond. A U.S. Holder's adjusted tax basis in a Series 2021B Bond generally will equal such U.S. Holder's initial investment in the Series 2021B Bond increased by any original issue discount included in income (and accrued market discount, if any, if the U.S. Holder has included such market discount in income) and decreased by the amount of any payments, other than qualified stated interest payments, received and amortizable bond premium taken with respect to such Series 2021B Bond. Such gain or loss generally will be long-term capital gain or loss if the Series 2021B Bond has been held by the U.S. Holder at the time of disposition for more than one year. If the U.S. Holder is an individual, long-term capital gain will be subject to reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

Defeasance of Series 2021B Bonds

Persons considering the purchase of a Series 2021B Bond should be aware that a defeasance of a Series 2021B Bond by the County prior to maturity could result in the realization of gain or loss by the beneficial owner of the Series 2021B Bond for federal income tax purposes, without any corresponding receipts of money by the beneficial owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange. Owners are advised to consult their own tax advisors with respect to the tax consequences resulting from such events. See "THE BONDS – Make-Whole Optional Redemption – Series 2021B Bonds – *Defeasance of Series 2021B Bonds*" herein.

Medicare Tax

For taxable years beginning after December 31, 2012, an additional 3.8% tax has been imposed on the net investment income (which includes interest, original issue discount and net gains from a disposition of a Series 2021B Bond) of certain individuals, trust and estates. Prospective investors in the Series 2021B Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Series 2021B Bonds.

Backup Withholding

A beneficial owner of the Series 2021B Bonds who is a U.S. Holder may, under certain circumstances, be subject to "backup withholding" (currently at a rate of 24%) on current or accrued interest on the Series 2021B Bonds or with respect to proceeds received from a disposition of the Series 2021B Bonds. This withholding applies if such beneficial owner of Series 2021B Bonds: (i) fails to furnish to the payor such beneficial owner's social security number or other taxpayer identification number ("TIN"); (ii) furnishes the payor an incorrect TIN; (iii) fails to report interest properly; or (iv) under certain circumstances, fails to provide the payor or such beneficial owner's broker with a certified statement, signed under penalty of perjury, that the TIN provided to the payor or broker is correct and that such beneficial owner is not subject to backup withholding. To establish status as an exempt person, a beneficial owner will generally be required to provide certification on IRS Form W-9 (or substitute form).

Backup withholding will not apply, however, if the beneficial owner is a corporation or falls within certain tax-exempt categories and, when required, demonstrates such fact. **BENEFICIAL OWNERS OF THE SERIES 2021B BONDS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THEIR QUALIFICATION FOR EXEMPTION FROM BACKUP WITHHOLDING AND THE PROCEDURE FOR OBTAINING SUCH EXEMPTION, IF APPLICABLE.** The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations

Nonresident alien individuals and foreign corporations are generally subject to withholding of U.S. federal income tax by the payor at the rate of 30% on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest income of such a beneficial owner of the Series 2021B Bonds is not treated as effectively connected income within the meaning of Section 864 of the Code, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as “portfolio interest.” Interest will be treated as portfolio interest if (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is a Non-U.S. Holder and providing the name and address of such beneficial owner, (ii) such interest is treated as not effectively connected with the beneficial owner’s United States trade or business, (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion, (iv) interest payable with respect to the Series 2021B Bonds is not deemed contingent interest within the meaning of the portfolio debt provision, (v) such beneficial owner is not a controlled foreign corporation within the meaning of Section 957 of the Code and (vi) such beneficial owner is not a bank receiving interest on the Series 2021B Bonds pursuant to a loan agreement entered into in the ordinary course of the bank’s trade or business.

Assuming payments on the Series 2021B Bonds are treated as portfolio interest within the meaning of Sections 871 and 881 of the Code, then no withholding under Section 1441 and 1442 of the Code, and no backup withholding under Section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8 BEN, Form W-8 BEN-E, Form W-8 EXP, or Form W-8 IMY, as applicable, provided the payor has no actual knowledge or reason to know that such person is a U.S. Holder.

A non-U.S. Holder whose income with respect to its investment in a Series 2021B Bond is effectively connected with the conduct of a U.S. trade or business would generally be taxed as if the holder was a U.S. person provided the holder provides to the Withholding Agent an IRS Form W-8ECI.

Generally, a non-U.S. Holder will not be subject to United States federal income taxes on any amount which constitutes capital gain upon retirement or disposition of a Series 2021B Bond, unless such non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and such gain is derived from sources within the United States. Certain other exceptions may be applicable, and a non-U.S. Holder should consult its tax advisor in this regard.

The Series 2021B Bonds will not be includable in the estate of a non-U.S. Holder unless, at the time of such individual’s death, payments in respect of the Series 2021B Bonds would have been effectively connected with the conduct by such individual of a trade or business in the United States.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to a foreign financial institution, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, the Foreign Account Tax Compliance Act (“FATCA”) imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Series 2021B Bonds and sales proceeds of Series 2021B Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including original issue discount) and will apply to (i) gross proceeds from the sale, exchange or retirement of debt obligations paid after December 31, 2018, and (ii) certain “pass-thru” payments no earlier than two years after the date of publication of final regulations defining the term “foreign pass-thru payment.”. Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and section 4975 of the Code generally prohibit certain transactions between employee benefit plans under ERISA or tax qualified retirement plans and individual retirement accounts under the Code (collectively, the “Plans”) and persons who, with respect to a Plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. In addition, each fiduciary of a Plan (“Plan Fiduciary”) must give appropriate consideration to the facts and circumstances that are relevant to an investment in the Series 2021B Bonds, including the role that such an investment in the Series 2021B Bonds would play in the Plan’s overall investment portfolio. Each Plan Fiduciary, before deciding to invest in the Series 2021B Bonds, must be satisfied that such investment in the Series 2021B Bonds is a prudent investment for the Plan, that the investments of the Plan, including the investment in the Series 2021B Bonds, are diversified so as to minimize the risk of large losses and that an investment in the Series 2021B Bonds complies with the documents of the Plan and related trust, to the extent that such documents are consistent with ERISA. All Plan Fiduciaries, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any Series 2021B Bonds.

FINANCIAL ADVISOR

The County has retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the “Financial Advisor”) in connection with the issuance of the Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

VERIFICATION OF CERTAIN MATHEMATICAL COMPUTATIONS

The accuracy of the arithmetical computations of the maturing principal and interest earned on the federal securities in the escrow account established in the escrow agreement relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on the Refunded Bonds, has been verified by Robert Thomas CPA, LLC, Shawnee Mission, Kansas. Such verification has been based upon information supplied by the Financial Advisor.

RATINGS

The Bonds have been rated “___” by Fitch Ratings (“Fitch”), “___” by Moody’s Investors Service, Inc. (“Moody’s”), and “___” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”). The County requested that the Bonds be rated and furnished certain information to Fitch, Moody’s, and Standard & Poor’s, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell, or hold the Bonds. Generally, rating agencies base their ratings on such materials and information provided by the County, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Bonds.

SALE AT COMPETITIVE BIDDING

The Bonds of each Series will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the separate Notice of Sale relating to each Series of Bonds (See “Appendix VIII – Notice of Sale – Series 2021A Bonds” and “Appendix IX – Notice of Sale – Series 2021B Bonds”). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a “Final Official Statement” within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the “Underwriters”), the expected selling compensation to the Underwriters and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriters.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

FUTURE FINANCIAL INFORMATION

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Bonds, unless it has determined that the issuer of such securities and/or other persons deemed to be material “obligated persons” have committed to provide to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data (“Annual Reports”), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix VII), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2022, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA. The County has updated its procedures relating to compliance with its undertakings under the Rule to reflect the recent amendments to the Rule.

On January 23, 2019, S&P upgraded its rating from “AA” to “AA+” on several series of the Fairfax County Economic Development Authority’s Silver Line Phase I Bonds payable from certain revenues of the County, subject to appropriation by the County’s Board of Supervisors. Although the rating upgrade was reflected in the EMMA database for such Bonds, the County did not file a timely Event Notice with EMMA with respect to this rating upgrade. The County has updated its procedures to ensure the timely filing of Event Notices in the future.

In addition, pursuant to the continuing disclosure undertakings relating to certain sewer revenue bonds defeased on May 12, 2016 (the “Sewer Bonds Defeasance”), the County agreed to provide timely notice of the Sewer Bonds Defeasance. Pursuant to the escrow deposit agreement, dated May 12, 2016, between Fairfax County and its Escrow Agent, the Escrow Agent agreed to provide notice to EMMA of the Sewer Bonds Defeasance within two days of the date of the agreement. The Escrow Agent did not provide this notice within the two-day period. After inquiry from the County, the Escrow Agent did provide such notice, but not within the time periods required by the relevant sewer undertakings. The County has strengthened its procedures to ensure that event notices to be provided by outside entities on the County’s behalf are done within the required time periods.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

By: _____, Chairman

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[Insert County Map here]

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FAIRFAX COUNTY, VIRGINIA
MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS
(Fiscal Year Ended June 30, 2020)⁽¹⁾

¹ This Appendix comprises the District's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020. In order to preserve cross-references within such pages, this Appendix has not been repaginated and, accordingly, retains the original pagination.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each principal amount of Bonds of a Series and maturity bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of the Bonds (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may

not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

February __, 2021

Board of Supervisors of Fairfax County, Virginia
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the “County”), we have examined certified copies of the legal proceedings, including the election proceedings and other proofs submitted, relative to the issuance and sale of

\$ _____
Fairfax County, Virginia
Public Improvement Bonds, Series 2021A (the “Series 2021A Bonds”)

and

\$ _____
Fairfax County, Virginia
Taxable Public Improvement Refunding Bonds, Series 2021B (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Bonds”)

The Series 2021A Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2021 to 2040, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2021. The Series 2021B Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2021 to 20__, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2021. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Board of Supervisors of Fairfax County on December 1, 2020.

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an ad valorem tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Series 2021A Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under current law. Interest on the Series 2021A Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2021A Bonds in the event of a failure by the County or the school board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Series 2021A Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Series 2021A Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Series 2021A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Series 2021A Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Respectfully submitted,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by Fairfax County, Virginia (the “County”), in connection with the issuance by the County of \$_____ aggregate principal amount of its Public Improvement Bonds, Series 2021A (the “Series 2021A Bonds”) and \$_____ aggregate principal amount of its Taxable Public Improvement Refunding Bonds, (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Bonds”) pursuant to the provisions of a resolution (the “Resolution”) adopted on December 1, 2020, by the Board of Supervisors of the County. The proceeds of the Bonds are being used by the County to finance and refinance various public improvements in the County. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices, or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;

- (2) non-payment related defaults; if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material;
- (15) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean any of the original underwriters of the County’s Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the MSRB. EMMA is recognized as a National Repository for purposes of the Rule.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section 2 to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2021). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if the County is not acting as Dissemination Agent at such time.) In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County’s audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) above or to file its audited annual financial statements with the Repository when they become publicly available, the County shall, in a timely manner, send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited annual financial statements of the County, and (ii) updated operating data, as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an “obligated person” (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution or the Bond, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's Bonds, and shall create no rights in any other person or entity.

Date: February __, 2021

FAIRFAX COUNTY, VIRGINIA

By:

Joseph M. Mondoro
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

- (a) amended financial statements of the County;
- (b) **Financial Information.** Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.
- (c) **Debt Information.** Updated information concerning general obligation bond indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.
- (d) **Demographic Information.** Updated demographic information respecting the County such as its population, public school enrollment, and per pupil expenditures.
- (e) **Economic Information.** Updated economic information respecting the County such as income, employment, unemployment, building permits, and taxable sales data.
- (f) **Retirement Plans.** Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses, and actuarial valuation(s) of such plans.
- (g) **Contingent Liabilities.** A summary of material litigation and other material contingent liabilities pending against the County.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY VIRGINIA
PUBLIC IMPROVEMENT BONDS,
SERIES 2021A**

And

**TAXABLE PUBLIC IMPROVEMENT REFUNDING BONDS,
SERIES 2021B**

CUSIP NOS.:

Dated: _____, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Resolution, adopted on December 1, 2020, by the Board of Supervisors of the County, the proceeds of which were used to finance and refinance various public improvements in the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By:

-

Title:

NOTICE OF SALE – SERIES 2021A BONDS

NOTICE OF SALE – SERIES 2021B BONDS

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Board Agenda Item
December 1, 2020

ACTION - 3

Approval of Revisions to Chapters 2 and 10 of the Personnel Regulations to Remove the Previous Definition of Bullying and Replace it with the Department of Justice Recommended Definition of Bullying and to Remove Columbus Day (Second Monday in October), and Add Juneteenth Day (June 19) and Election Day as Holidays

ISSUE:

Revisions to the Fairfax County Personnel Regulations are proposed to provide administrative direction and policy clarification.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors approve the proposed revisions to Chapters 2 and 10 of the Personnel Regulations, as specified below.

TIMING:

Board action is requested on December 1, 2020, with the revisions to Chapter 2 and 10 effective immediately.

BACKGROUND:

Revisions to Chapter 2 of the Personnel Regulations are required to bring the bullying definition into alignment with the Department of Justice recommended definition of bullying.

Revisions to Chapter 10 of the Personnel Regulations are required to update the holiday schedule as was approved by the Board at their September 29, 2020 meeting.

Following an advertised public hearing held on November 10, 2020, the Civil Service Commission considered the below referenced proposed revisions to the Personnel Regulations. The Office of the County Attorney reviewed all proposed revisions. At the hearing, the Department of Human Resources gave an overview of the proposed revisions for each chapter. Michelle Starr, of the Service Employees International Union, registered to speak in advance of the hearing. Ms. Starr expressed that she had no objections to the proposed changes. David Lyons, on behalf of the Fairfax Workers Coalition, submitted written comment supporting the proposed changes to Chapters 2 and 10. No additional public comment was provided.

Board Agenda Item
December 1, 2020

The following content highlights proposed changes, by chapter:

Chapter 2 – Definitions (Attachment 1)

Removed previous definition of bullying and replaced with Department of Justice recommended definition of bullying.

Chapter 10 – Leave (Attachment 2)

Remove Columbus Day (Second Monday in October) and add Juneteenth Day (June 19) and Election Day as holidays to Section 10.34-1.

In accordance with the Merit System Ordinance, the proposed revisions were forwarded to the Civil Service Commission for public hearing. The public hearing was held on November 10, 2020, and the Commission's comments are included as Attachment Three (3).

FISCAL IMPACT:

None noted.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Revisions to Chapter 2 of the Personnel Regulations
Attachment 2: Proposed Revisions to Chapter 10 of the Personnel Regulations
Attachment 3: Civil Service Commissioners' Memorandum

STAFF:

Catherine Spage, Director, Department of Human Resources

ASSIGNED COUNSEL:

Karen Gibbons, Deputy County Attorney

CHAPTER 2

Definitions

Allocation

The assignment of a position to its appropriate class in relation to duties performed.

Anniversary Date

The date on which an employee is appointed to start in a merit position. The anniversary date for public safety employees can change based on promotion dates, with exceptions noted in chapter four of these regulations.

Appeal

An application or procedure for review of an alleged grievance submitted or instituted by an employee to the Civil Service Commission or to other higher authority.

Appointing Authority

The officer, board, commission, person, or group of persons having the power by virtue of state law or County ordinance to make appointments. The appointing authority is generally responsible for personnel administration within a given department. As used in these regulations, the term "appointing authority" is synonymous with the term "department head."

Appointment

The offer to and acceptance by a person of a position.

Assembled Examination

An examination for which applicants are required to appear at a specific place for the purpose of taking a test.

Break in Service

Any separation from the service of Fairfax County whether by resignation, lay-off, dismissal, unsatisfactory service, disability, retirement, or absence without leave of three days or more when the employee is subsequently reemployed. An authorized leave without pay shall not be considered as constituting a "break in service."

Bullying

~~Unnecessary, unwelcome, unwarranted and repeated mistreatment of a targeted individual or group by an individual or group. The actions are sufficiently severe and/or pervasive as to create a work~~

County of Fairfax, Virginia-Personnel Regulations

September 24, 2019 ~~TBD~~

Attachment 1

environment such that a reasonable person would consider it intimidating, humiliating, dehumanizing, or offensive. Establishing behaviors as bullying depends on factors such as severity, pervasiveness, context, work relationships, employee performance and intent of action. Bullying is separate and discrete as compared to harassment, discrimination and workplace violence.

Bullying occurs when an individual or group attempts to or does intimidate, humiliate, demean, dehumanize, or otherwise cause harm to another individual or group. Bullying can be physical conduct, verbal conduct or non-verbal conduct, and includes cyberbullying. A determination of whether conduct constitutes bullying is based on factors such as the context, the frequency, and the severity, particularly when the conduct involves a single incident. Bullying is different from discrimination and harassment based on someone's protected status (e.g., race, gender), and from workplace violence.

Commented [RDB1]: Remove previous definition of Bullying and replace with Department of Justice approved Bullying definition.

Commented [RDB2]: Insert new Department of Justice approved Bullying definition.

Business Day

Calendar days exclusive of Saturdays, Sundays, and legal holidays.

Class

A group of positions, which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, specification and pay range.

Class Series

A number of classes of positions which are substantially similar as to the types of work involved and differ only in rank as determined by the importance of the duties and degree of responsibility involved and the amount of training and experience required. Such classes constitute a series and each is usually given a designation either by Roman numerals, beginning with the lowest level as I, next level II, or by rank adjectives such as the junior, intermediate or senior level, etc.

Class Specification

A written description of a class consisting of a class title, a general statement of the level of work, a statement of the distinguishing features of work, some examples of work, and the minimum qualifications for the class.

Classification

The grouping of positions in regard to: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c) requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay.

Classification Review or Reclassification Review

Attachment 1

An evaluation of the duties and responsibilities of a position performed by the Department of Human Resources to determine the appropriateness of the present class. Appropriateness will be determined on the basis of: (a) kinds of duties performed and responsibilities; (b) level of duties performed; (c) requirements as to education, knowledge and experience and ability; (d) tests of fitness; (e) ranges of pay. The review will result in the position retaining its present class assignment; or being assigned to an existing lower class, or being assigned to an existing higher class; or being assigned to a new class created by amendment to the Classification and Compensation Plans.

Classification Plan

The official or approved system of grouping positions into appropriate classes, consisting of three parts: (1) a schematic index to the class specifications; (2) the class specifications; and (3) rules for administering the classification plan.

Compensation

The standard rates of pay, which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan

The official schedule of pay approved by the Board of Supervisors assigning one or more rates of pay to each pay grade.

Compensatory Leave

Time off in lieu of monetary payment for overtime worked.

Compensatory Time Eligible

Employees in pay grades S-26, P/O/C-27, F-31 or above and L-02 or above, excluding any classes designated as exceptions in a procedural memorandum issued by the Human Resources Director.

Competitive Promotion

A promotion based on a competitive examination with appointment to the higher-level position restricted to a specific number of persons receiving the highest ratings.

Competitive Service

All officers and positions in the service of Fairfax County as defined in the Merit System Ordinance.

Continuous Service

Attachment 1

Employment without interruption, including merit service with the Fairfax County School System, except for absences on approved leave or absences to serve in the Armed Forces of the United States, or absences of less than one calendar year when followed by reemployment or reinstatement. Service prior to normal or early retirement from a County retirement system shall not be counted.

Deferred Retirement Option Plan (DROP)

An option in lieu of immediate retirement in which an employee remains employed by his/her department, but no longer contributes to his/her respective retirement system and must retire within 3 years of election to DROP. DROP participants retain the rights and privileges of merit employees.

Definition of Duties

The work requirements for each position in terms of the importance, difficulty, and extent of supervision and responsibility attaching thereto.

Demotion

Assignment of an employee from one class to another, which has a lower maximum rate of pay.

Department

An administrative branch including a line of work and a group of employees under the immediate charge of a chief executive officer or officers of a department, institution, court, board, or commission of the County government, which latter officer or officers shall be known as the department head.

Department Head

An employee appointed by the Board of Supervisors to oversee, direct or manage a major functional division of County government, whether formally known as a department or not, under the general direction of the County Executive, and to act as the appointing authority for the positions assigned to that organization. As used in these regulations, the term "department head" is synonymous with the term "appointing authority."

Deputy

One or more individuals authorized to act in specific functional areas for the department head.

Eligible

A person who has successfully met required qualifications for a particular class.

Attachment 1

Eligible List

An eligible list is a list of applicants who meet the minimum qualifications for the class for which they applied, as determined under the provisions of Chapter 5.

Employee

An individual who is legally employed by the County and is compensated through the County payroll for his services. Individuals or groups compensated on a fee basis are not included.

Examination

The process of testing, evaluating or investigating the fitness and qualifications of applicants.

Exempt Service

Those positions not included in the competitive service as defined in the Merit System Ordinance.

Extended Family Including Household Member

Includes employee's spouse, son, daughter, parents, parent in-laws, siblings, stepsister, stepbrother, stepchild, stepparent, grandparents, grandchildren, aunt, uncle, niece, nephew, employee's respective in-laws, first cousin, or children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

Fire Protection Personnel

24-hour shift employees in the Fire and Rescue Department who perform suppression and rescue duties as defined in the Fair Labor Standards Act (29 CFR Sec. 553.3).

Fair Labor Standards Act (FLSA)

Legislation originally enacted by Congress in 1938, which establishes requirements with respect to minimum wage, overtime, compensation and record keeping.

FLSA Eligible (FLSA Non-exempt)

An employee who holds a position covered by the minimum wage, mandatory overtime, or recordkeeping provisions of the FLSA. FLSA Eligible employees must be compensated with overtime pay or compensatory time for all hours worked over the FLSA threshold for overtime, as outlined in the definition of overtime. FLSA Eligible employees are in pay grades S-21, P-23, O/C-21, F-27 and below. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

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FLSA Exempt

An employee who holds a position that is not covered by the mandatory overtime provisions of the Fair Labor Standards Act.

Full-Time Employee

Any employee who is regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel regularly scheduled to work at least 2,912 hours in 12 consecutive months.

Full-Time Position

Any position which is authorized to be filled for at least 2,080 hours in 12 consecutive months or fire protection personnel position authorized for at least 2,912 hours in 12 consecutive months.

Hourly Rate of Pay

The hourly rate of pay is shown on the County pay plans for the minimum, midpoint, and maximum of each pay range. Public safety pay plans shall include such intermediate rates as deemed appropriate. Hourly rates are carried out to four places after the decimal. The hourly rate is derived by dividing annual salary by 2,080, which is the number of scheduled hours for a full time employee. The hourly rate for fire protection personnel assigned to a 24-hour shift is derived by dividing the annual salary by 2,912, which is the number of scheduled hours for a full time fire protection employee.

Immediate Family Including Household Member

Includes employee's spouse, son, daughter, parents, parents-in-law, siblings, grandparents, children for whom the employee has legal guardianship or is designated as primary caregiver, and any person who resides in the employee's home.

Incumbent

An employee occupying a position in the County service.

Law Enforcement Personnel

Sworn employees of the Police Department (including animal protection police officers), Fire and Rescue Department, and Office of the Sheriff who are empowered to enforce laws, have the power of arrest and have undergone (or will be undergoing) on-the-job training or similar instruction as defined in the Fair Labor Standards Act (29 CFR Sec. 553.4). The term also includes security personnel in correctional institutions.

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Longevity Pay Increment

An increase in compensation established in the compensation plan as a reward for long and faithful service for public safety employees. Longevity pay increments are granted in accordance with the conditions specified in Chapter 4 of the Personnel Regulations and are subject to Board of Supervisors appropriation.

Merit Employee

Any employee in the competitive service, as defined in the Merit System Ordinance.

Merit System

The system of personnel administration applicable to the competitive service. It includes the Merit System Ordinance, any applicable provisions of other County ordinances, Personnel Regulations, and all applicable and lawful personnel management directives of the Board of Supervisors, County Executive, or Human Resources Director.

Minimum Wage

The minimum hourly wage to be paid to employees as designated by the United States Department of Labor, or Commonwealth of Virginia (whichever is higher).

Multi Rater Option

The use of feedback from persons in addition to the immediate supervisor as part of the performance review process.

Negative Time Reporting

The time and attendance reporting method for employees only required to report exceptions to scheduled hours.

Open Examination

An examination open to the public and not limited to applicants in County service.

Overtime (FLSA)

Time worked or on paid leave by an employee (excluding employees in law enforcement and fire protection as defined herein) in excess of 40 hours during his/her seven consecutive days work period.

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Overtime for law enforcement personnel shall be time worked or on paid leave in excess of 86 hours (80 hours for sworn Police Officers, Animal Protection Police Officers, and Deputy Sheriffs scheduled to work a 40-hour week) during his/her 14-consecutive day work period. Overtime for fire protection personnel shall be time worked or on paid leave in excess of 212 hours during his/her 28-consecutive day work period.

Non-FLSA overtime includes hours worked in excess of the employee's scheduled hours but less than the eligibility requirement for FLSA overtime stated above.

Overtime Pay

Compensation paid to an employee for overtime work performed in accordance with these rules. The rate of pay for overtime compensation will be either 1 times the hourly rate or 1 and 1/2 times the regular rate of pay as prescribed in Section 4.15 of these rules.

Part-Time Employee

An employee who is not regularly scheduled to work at least 2,080 hours in 12 consecutive months, or fire protection personnel not regularly scheduled to work at least 2, 912 hours in 12 consecutive months.

Part-Time Position

Any position, which does not meet the definition of full-time position.

Pay Grade

A combination of letter and number symbol indicating the pay range on a county pay schedule assigned to one or more classes in the Compensation Plan.

Pay Grade Reallocation Review

An evaluation of a class performed by the Department of Human Resources to determine the appropriateness of the present pay grade. The review will result in the class retaining its present pay grade assignment; or being assigned a higher or lower pay grade requiring amendment to the Compensation Plan. Such a review may include but is not limited to pay factors including prevailing area levels of pay, internal evaluation of the relative worth of the class and economic and related fiscal concerns.

Pay Period

The 14-consecutive calendar day period utilized for the calculation of paychecks and the crediting of leave earned.

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Pay Range

Rates of pay assigned to a pay grade on a County pay schedule in the Compensation Plan. For non-public safety employee classes, a pay range shall consist of the minimum and maximum rates of pay and the mid-point of the range. Pay ranges assigned to grades allocated to classes of public safety employees shall consist of the minimum (step 1) and maximum rates of pay (step 9) as well as intermediate and longevity steps.

Pay Rate

A specific dollar amount expressed as an annual rate, a bi-weekly rate, or an hourly rate, as shown in a County Pay Plan.

Pay Status

Any period in which an employee is actually working or using paid leave.

Performance Pay Increase

An increase in compensation, which may be granted to an employee by his/her department head or designee for performance that meets the requirements specified for such pay increases.

Performance Pay Increase (PPI) Date

The date an employee's performance pay increase is effective. The PPI date for non-uniformed public safety employees will be at the start of the first full pay period at the beginning of the fiscal year, during years when performance pay increases are granted by the Board of Supervisors. Public safety employees' PPI dates will be the beginning of the first full pay period following the incumbent's anniversary date, during years when performance pay increases are granted.

Performance Review Period

The 12-month performance evaluation review period for non-uniformed public safety employees begins July 1 and concludes on June 30, each year. Review periods for public safety staff correspond to each incumbent's anniversary date.

Position

Any office or employment, whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

Positive Time Reporting

The time and attendance reporting method for employees required to report all absences and hours worked.

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Primary Position

When an employee holds more than one position with the County, one of the positions is designated as the primary and the other as the secondary for the purpose of calculating pay and benefits and tracking employment history. If the two positions are equal in pay and scheduled hours, the primary position is the one the employee occupied first. Otherwise, the primary position is the position with higher pay and/or hours.

Probationary Period

The working test or trial period of employment beginning with the date of appointment to a particular class.

Promotion

Assignment of an employee from one class to another, which has a higher maximum rate of pay.

Promotional Examination

A competitive examination restricted to persons who are on regular appointment in the County classified service or to persons who are eligible to reinstatement thereto.

Public Safety Employees

For the purposes of these regulations, public safety employees include all uniformed employees in the Police Department, Fire and Rescue Department and the Office of the Sheriff. It also includes all other job classes that are included on P/O/C/F pay scales.

Qualifications

The minimum educational, experience and personal requirements, which must be fulfilled by a person preliminary to appointment or promotion.

Reduction in Rank

Assignment of an employee from one class to another class, which has a lower maximum rate of pay. Same as demotion.

Reemployment

Reappointment of a former merit employee, who had completed the probationary period and was separated in good standing but did not retire, which is not considered a reinstatement as defined

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herein.

Reemployment List

A list of names of former County employees with a break in service of less than one calendar year, arranged in order of their right to reinstatement as defined in Section 2.60, or reemployment in lower classes of the same or similar series as that in which the employee was serving at the time of termination.

Regular Rate of Pay

The rate of pay to be utilized for the calculation of overtime pay in accordance with FLSA requirements. The regular rate is derived by dividing the total amount of eligible pay for the work period (including the hourly rate and shift differential) by the number of hours worked during the work period.

Reinstatement

Reappointment of a former merit employee who had completed the probationary period and was separated in good standing, but did not retire, after a break in service of less than one calendar year to the position or class formerly held.

Restoration

A return to a position in a class in which status was formerly held where there has been no break in service.

Scheduled Hours

The number of hours that an employee is scheduled to work on a recurring basis as reflected in the personnel record for the position occupied. Scheduled hours serve as the basis for planning and budgeting activities as well as leave calculation rules as specified in Chapter 10 of the Personnel Regulations.

Self-Assessment

The completion of a performance evaluation form by the employee to provide his/her assessment of their performance during the review period.

Separation

Leaving a position for any of the following reasons:

- Resignation

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- Lay-Off (Separation of an employee from a position to which s/he was legally certified and appointed as a result of the abolition of a position, lack of work, or lack of funds.)
- Dismissal for Cause referred to as simply Dismissal (Separation from County employment for cause. This designation is the most severe form of discipline and bars the individual from further employment with Fairfax County Government.)
- Unsatisfactory Service Separation (A department head may separate an employee for unsatisfactory service whenever the work habits, attitudes, production or personal conduct of an employee falls below the desirable standards for continued employment. A resignation initiated by an employee may be designated as unsatisfactory service by a department head if adequate grounds exist. Reasons for unsatisfactory service separations shall include but are not limited to: insufficient advance notice prior to resignation; unsatisfactory performance in the duties of the position; separation during the initial probationary period; and undesirable behavior or other similar reasons not of a degree warranting dismissal. This designation does not automatically bar the individual from employment with Fairfax County Government.
- Disability
- Death

Straight Pay Eligible

Employees in pay grades S-22 to S-25, P-24 to P-26, O-22 to O-26, C-22 to C-26, F-29 and L-01. Exceptions are noted in a procedural memorandum issued by the Human Resources Director.

Suspension

An enforced leave of absence without pay for disciplinary purposes or pending investigation of charges made against an employee.

Transfer

Assignment of an employee from one position to another position. Transfers can take place within a department, between departments, between positions of the same pay range, between positions of different pay ranges, between positions of the same class or between positions of different classes.

Unassembled Examination

An examination in which qualifications are evaluated on the basis of records or education and experience submitted by the applicants, supplemented by any information obtained by an investigation.

Vacancy

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A position which has been newly established or which has been rendered vacant by the resignation, death or other removal of the previous incumbent.

Veteran

Any person who has received an honorable discharge and has (i) provided more than 180 consecutive days of full-time, active duty service in the armed forces of the United States or reserve components thereof, including the National Guard, or (ii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Workday

Days of the week and number of hours an employee is scheduled to work. Work schedules vary by operation and agency.

Workweek

The seven-consecutive day period beginning at 12:00 a.m. Saturday and ending the following Friday at 11:59 p.m. during which an employee (excluding law enforcement and fire protection personnel as defined herein) is scheduled to work.

Work Period

The period during which an employee is scheduled to work. For all employees except law enforcement and fire protection personnel as defined herein, the work period shall be the work week which comprises one half of a pay period. The work period for fire protection personnel shall be a 28-consecutive calendar day period beginning at 12:00 a.m. Saturday and ending at 11:59 p.m. Friday and covering two pay periods. The work period for law enforcement personnel shall be a 14-consecutive calendar day period beginning at 12:00 a.m. Saturday, ending at 11:59 p.m. Friday, and covering one pay period.

CHAPTER 10

Leave

10.1 Leave Defined

Leave is any authorized absence during regularly scheduled work hours that has been approved by proper authority. Leave may be authorized with or without pay. Absence without approval is considered unauthorized absence.

10.2 Leave Policy

All merit employees are encouraged to take annual leave for vacation purposes of two consecutive weeks each year. During the year, careful consideration shall be given to the desire and needs of employees in the granting of shorter periods of annual leave. Department heads or designees shall grant leave in accordance with these rules on the basis of the work requirements in the department, and whenever possible, the personal wishes of the employee.

10.3 Maintenance of Leave Records

The Department head or his/her designee shall be responsible for the maintenance of accurate leave records. Such records shall be kept on a form prescribed by the Human Resources Director, who may periodically inspect them to ensure that departments are adhering to the provisions of these rules.

10.4 Procedures for Requesting Leave

- 1 For all leave, with the exception of official holiday, unscheduled sick and administrative emergency leave, a request indicating the kind of leave, duration and dates of departure and return must be approved prior to the taking of the leave. The request for leave should be submitted to the department head or designee the same number of days prior to beginning the leave as the number of days leave requested. In the case of unscheduled sick leave, the request shall be completed and submitted for approval immediately upon the employee's return to duty.
- 2 Unless an absence is approved by the department head or his/her designee, an employee shall not be paid for any absences from scheduled work hours.

10.5 Unauthorized Absence

- 1 An employee who is absent from duty without approval shall:
 - a. Receive no pay for the duration of the absence;
 - b. Be subject to disciplinary action, which may include dismissal.

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- 2 It is recognized there may be extenuating circumstances for unauthorized absence and due consideration shall be given each case.
- 3 Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave.

10.6 Types of Leave

The following types of leave, and no other, are officially established:

- 1 Annual leave (Section 10.7 - 10.12);
- 2 Sick leave (Section 10.13 - 10.21);
- 3 Extraordinary sick leave (Section 10.16);
- 4 Paid family leave (Section 10.23)
- 5 Leave for injury in line of duty (Section 10.24);
- 6 Bereavement leave (Section 10.25);
- 7 Compensatory leave (Section 10.26 - 10.28);
- 8 Military leave (Section 10.29);
- 9 Civil leave (Section 10.30);
- 10 Volunteer activity leave (Section 10.31);
- 11 Leave without pay (Section 10.32);
- 12 Education leave (Section 10.33);
- 13 Holiday leave (Section 10.34 - 10.35);
- 14 Administrative leave (Section 10.36);
- 15 Leave for inclement weather or other emergencies (Section 10.37).

10.7 Granting Annual Leave

Department heads or designees shall grant annual leave with pay in accordance with the

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following provisions:

- 1 Annual leave shall normally be granted unless a department head or designee specifically defers an employee's absence because of work requirements.
- 2 Annual leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs.

10.8 Crediting of Annual Leave

Annual leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, annual leave shall be credited according to scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive the following annual leave credits, based on length of service:
 - a. Less than three years of service receive four (4) hours;
 - b. Three (3) years but less than fifteen (15) years receive six (6) hours;
 - c. Fifteen (15) and greater years of service receive eight (8) hours.
- 2 Merit employees with scheduled hours other than 80 hours per pay period shall receive leave prorated according to total scheduled hours. Employees working in more than one merit position will accrue annual leave in all positions.
- 3 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting annual leave.
- 4 Employees reemployed or reinstated within one calendar year of their separation in good standing should have their annual leave computed on the basis of total years of service. Revised leave computation dates shall be rounded to the nearest day.
- 5 Employees with less than ten (10) years of service may accumulate annual leave up to 240 hours. Employees with ten (10) or more years of service may accumulate annual leave up to 320 hours.
- 6 Annual leave in excess of the limits imposed by this section existing at the end of each calendar year shall be converted to sick leave.
- 7 Employees shall not receive dual compensation from the County for annual leave.
- 8 Employees designated as senior managers shall receive 208 hours (26 days) of annual leave at the beginning of each calendar year. Senior managers appointed after the start of a calendar year shall receive annual leave credit on a prorated basis for that year.

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10.9 Debiting Annual Leave

Annual leave shall be debited as follows:

- 1 The amount of annual leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Annual leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn annual leave shall be debited in the following order: compensatory leave, leave without pay.

10.10 Transfer of Annual and Sick Leave

Annual or sick leave may be transferred from one employee to another employee in the following situations:

- 1 Annual or sick leave may be transferred from one employee to another when the employee-in-need has exhausted his/her sick leave and is facing an absence without pay due to his/her extended illness or that of an immediate family or household member as defined in Chapter 2, with the following provisions:
 - a. Annual or sick leave may be transferred to any County employee eligible to receive sick leave.
 - b. Employees transferring sick leave may not transfer more than 80 hours in any calendar year.
 - c. The employee transferring annual or sick leave relinquishes all rights to that leave. Annual or sick leave transferred under this policy cannot be recovered at a later date.
 - d. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
 - e. Unused transferred leave may be transferred to another leave recipient or returned to the donor.
 - f. Transferred leave may be granted only to employees who have exhausted their sick leave balance and whose combined annual and compensatory leave balance does not exceed 80 hours (120 hours for 24-hour shift employees).
 - g. This policy does not preclude or in any way limit the right of an employee to apply for advanced or extraordinary sick leave under existing procedures.

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- h. Final approval of leave transfer requests rests with the department head or designee.
 - i. An employee who returns to work before using all received transferred leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date transferred leave was approved.
- 2 Annual leave may be transferred from one employee to another when the employee-in-need is a member of the National Guard or an organized military reserve of the United States who has volunteered or been ordered to active duty pursuant to an order by the President of the United States or a competent State authority. The transfer of annual leave under this Section is subject to the following conditions:
- a. Annual leave may be transferred to any merit County employee who is a member of the National Guard or an organized military reserve of the United States.
 - b. The employee transferring annual leave relinquishes all rights to that leave. Annual leave transferred under this policy cannot be recovered at a later date. Once the leave has been used by the employee, it cannot be recovered.
 - c. An employee may not transfer leave to his/her immediate supervisor or reviewing authority for performance evaluations.
 - d. Transferred annual leave may only be used when the employee called to active military duty has reduced his/her accrued annual and compensatory leave to a combined balance no greater than 80 (120 hours for 24-hour shift employees) hours.
 - e. Final approval of leave transfer requests rests with the department head or designee.

10.11 Effect of Transfers on Annual Leave Credits

A merit employee who transfers from one department to another shall have his/her total annual leave credits transferred to the new department.

10.12 Effect of Separation on Annual Leave Credits

Upon separation, an employee shall be paid for the unused portion of his/her accrued annual leave, except as modified by the rules governing resignation without sufficient notice.

10.13 Sick Leave Policy

Sick leave shall be used when an employee is incapacitated by sickness or injury; for childbirth, placement of a child for adoption or foster care; for medical, dental, or optical diagnosis or

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treatment; for necessary care and attendance or death of a member of the employee's immediate family or household member, as defined in Chapter 2; exposure to a contagious disease when the attendance at duty jeopardizes the health of others. Sick leave for childbirth and adoption/foster care placement shall comply with the provisions in Section 10.22 of these Regulations.

10.14 Granting Ordinary Sick Leave

Department heads or designees shall grant sick leave with pay to merit employees in accordance with the following provisions:

- 1 Ordinary sick leave shall not exceed the total amount credited to an employee at the beginning of the pay period in which the absence occurs;
- 2 Leave without pay may be granted for sickness extending beyond the earned credit;
- 3 For merit employees' annual or compensatory leave credits may be used for sick leave.

10.15 Granting Advance Sick Leave

- 1 Advance sick leave, not to exceed 192 hours (288 hours for 24-hour shift employees), may be granted to merit employees qualified to earn ordinary sick leave in cases of serious disability or ailments of the employee, the spouse, minor or disabled child, parent or parent-in-law of an employee when it is to the advantage of the County to do so.
- 2 Advance sick leave may be granted to employees whose combined annual and compensatory leave balance does not exceed 80 hours.
- 3 Advance sick leave shall not normally be advanced to a merit employee qualified to earn ordinary sick leave during his/her first year of service with the County.
- 4 Advance sick leave shall not be approved retroactively to restore hours previously charged to the employee's annual or compensatory leave balance for an ailment or disability.
- 5 When a department head or designee believes that a request for advance sick leave is justified, a personnel action form shall be prepared with the following supporting documentation:
 - a. The circumstances and the need for such leave verified by a physician's statement;
 - b. The time and date when accrued sick leave will be exhausted;
 - c. The number of hours of advance sick leave requested and date to which such leave will extend;

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- d. Probable return to duty and prospect for continued employment;
 - e. Recommendation of the department head or designee;
 - f. Statement notifying employee of the repayment requirement if advance sick leave is approved.
- 6 The Human Resources Director shall consider the information provided and make a recommendation to the County Executive.
 - 7 Advance sick leave shall be approved by the County Executive or his/her designee.
 - 8 Advance sick leave shall be charged to future accruals of sick leave. An employee may not use regular sick leave until the approved advance sick leave is repaid.
 - 9 An employee who returns to work before using all approved advance sick leave may use the balance for subsequent treatment or recuperation from the ailment for which the leave was granted. This balance may be used for up to one year from the date advance sick leave was first used.
 - 10 An employee returning to work before using all approved advance sick leave may request an adjustment to his/her leave record to eliminate or reduce the remaining approved advance sick leave.
 - 11 When an employee who receives advance sick leave leaves County service for any reason and the advance sick leave has not been repaid, the County will be financially reimbursed for the balance of sick leave remaining, except in the case of full disability or death.

10.16 Granting Extraordinary Sick Leave

- 1 When the above provisions do not adequately allow for the illness or injury of a merit employee qualified to earn sick leave, and when the department head or designee believes that it is to the advantage of the County to do so, he/she may request of the County Executive, through the Human Resources Director, that the employee be granted an extraordinary sick leave not to exceed 4 hours (6.0 hours for 24-hour shift employees) for each month of service.
- 2 Extraordinary sick leave shall be recorded on the employee's leave record but shall not be charged to future accrued leave of any kind.

10.17 Crediting Sick Leave

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Sick leave shall be credited as follows for merit employees and senior managers as designated in Chapter 4.

- 1 During pay periods in which a merit employee is in paid status for at least one hour, sick leave shall be credit based on scheduled hours. Incumbents in positions with 80 scheduled work hours per pay period will receive a four (4) hour sick leave credit.
- 2 Merit employees with scheduled hours other than 80 shall receive sick leave prorated accordingly. Employees holding multiple merit positions are eligible to accrue sick leave on scheduled hours in all positions.
- 3 Unused sick leave may be accumulated without limit.
- 4 Employees, when separated in good standing and reemployed or reinstated within one calendar year of separation, shall have their unused sick leave reinstated.
- 5 Senior managers shall receive 104 hours (13 days) of sick leave at the beginning of each calendar year. Sick leave balances granted senior managers appointed after the start of a calendar year shall be prorated accordingly.
- 6 Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting sick leave.

10.18 Debiting Sick Leave

Sick leave shall be debited as follows:

- 1 The amount of sick leave to be debited shall be computed on the basis of the exact number of days or hours an employee is scheduled to work in the period when leave is taken.
- 2 Sick leave shall be debited in no less than one-tenth hour units.
- 3 Overdrawn sick leave shall be debited in the following order: annual leave, compensatory leave, and leave without pay.

10.19 Effect of Transfer on Sick Leave Credits

A merit employee who transfers from one department to another shall have his/her total sick leave credits transferred to the new department.

10.20 Effect of Separation on Sick Leave Credits

- 1. Sick leave credits shall not be paid to an employee upon separation.

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2. Upon application for retirement, an employee's sick leave credits can be applied towards membership service credit at the rate of one month of credit for each 172 hours of accrued unused sick leave and prorated for any fraction of this amount.
3. Employees who are participants in the Deferred Retirement Option Plan may apply all sick leave credits towards membership service credit for retirement or retain 40 hours as an initial sick leave balance, while the remaining sick leave credits are applied towards membership service credit for retirement.

10.21 Other Factors Relative to Sick Leave

- 1 Reporting of sickness.
Employees who are absent from duty for reasons which entitle them to sick leave shall notify their respective supervisors within the time frame established by the Department unless physically unable to do so. Upon return to work, the employee shall submit immediately to his/her supervisor an authorization for leave form.
- 2 Medical certificate.
A department head or designee may require a medical statement for sick leave when it occurs before or after a holiday or other scheduled day off, or when it is in excess of two workdays. When an employee has a record of repetitious usage of short amounts of sick leave over an extended period a department head or designee may require a medical certificate for each day of sick leave taken. Employees shall be provided advance notice that a medical certificate will be required for future absences.
- 3 The department head or designee may require an employee returning from sick leave to take a medical examination, or, with the concurrence of the Human Resources Director, on such other occasions that he/she deems it in the best interest of the County. The medical examination shall be given by a medical doctor designated by the Human Resources Director or his designee.
- 4 Investigation of sickness. A department head or designee may investigate the alleged illness of an employee absent on sick leave.
- 5 False or fraudulent use of sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.
- 6 An employee on annual leave who presents a medical certificate giving the dates of illness may have that portion of his/her annual leave converted to sick leave.
- 7 Conversion of sick leave. Conversion of sick leave to annual leave shall not be permitted.

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- 8 State worker's compensation insurance. An employee, who is eligible to receive state worker's compensation payments beyond the year of injury leave, may elect to use accumulated sick leave and/or annual leave. The use of such leave will be coordinated with worker's compensation payments so that the total amount received from both sources does not exceed the employee's full wage or salary until such sick and/or annual leave is depleted or until the employee returns to work.

Leave hours used will be calculated only on that portion of total compensation over the workers' compensation payment. While using sick and/or annual leave the employee will continue accruing sick and annual leave.

10.22 Family and Medical Leave

Eligible employees, as defined by the implementing regulations of the Family and Medical Leave Act, may take job-protected, unpaid leave, or substitute appropriate paid leave, for up to a total of 12 workweeks in any 12 months for the birth of a child, for the placement of child for adoption or foster care, because the employee is needed to care for a family member (child, spouse, parent or parent-in-law) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, parent or parent-in-law is a covered military member on covered active duty. In addition, eligible employees may take job-protected, unpaid leave or substitute appropriate paid leave for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a covered serious injury or illness. The terms "covered military member," "covered active duty," and "covered serious injury or illness" shall be defined as set forth in the Family and Medical Leave Act as amended.

Family and medical leave consists of any combination of sick leave, annual leave, paid family leave, compensatory leave, and leave without pay. Sick leave used for the purpose of family or medical leave must conform to the requirements in Section 10.13. If paid family leave (Section 10.23) is taken for the birth, adoption, or foster care placement of a child, the leave must be applied towards the employee's Family and Medical Leave entitlement if applicable.

- 1 Family and medical leave shall be granted to any merit employee for a period of up to twelve work weeks over a twelve-month period. The twelve-month period during which family and medical leave may be taken for the birth of or placement of a child shall expire at the end of the twelve-month period beginning on the date of birth or placement. Service member caregiver leave is granted for up to 26 workweeks during a single 12-month period on a per-covered service member and per-injury/illness basis. Work week is defined as the hours an employee is regularly scheduled to work in a seven (7) consecutive day period.
- 2 The twelve-month period for family and medical leave usage shall commence with the first use of family or medical leave. The single twelve-month period for service member caregiver leave shall commence with the first day the eligible employee takes service

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member caregiver leave and ends 12 months after that date regardless of the 12-month period established for prior FMLA qualifying events.

- 3 Requests for leave beyond 12/26 work weeks are subject to regular leave policies with approval determined by the department head or designee.
- 4 Requests for family and medical leave must be made in writing and submitted 30 calendar days in advance whenever the necessity for such leave is foreseeable.
- 5 The mother may take six (6) weeks of sick leave immediately following the birth of her child. Use of additional sick leave requires medical certification. The non-birthing parent may take four (4) weeks of sick leave immediately following the birth of the child. Use of additional sick leave requires medical certification.
- 6 Parents and guardians may take four (4) weeks of sick leave immediately following placement of a child for adoption or foster care. Use of additional sick leave requires medical certification.
- 7 Family leave to include exigency leave may be taken on an intermittent or reduced schedule basis with the approval of the department head or designee. Medical leave may be taken on an intermittent or reduced schedule basis if certified as necessary by the health provider.
- 8 At the request of the department head or designee, the employee shall provide certification from a health care provider in connection with a request for medical leave. Additionally, an employee may be required to provide medical documentation concerning the continuing necessity for medical leave and in connection with any issue concerning his/her ability to return to work at the expiration of medical leave.
- 9 At the request of the department head or designee, the employee shall provide certification of a qualifying exigency in connection with a request for exigency leave.
- 10 At the discretion of the department head or designee, an employee requesting family leave for the birth or adoption of a child may be required to use all approved paid family leave, accrued annual, or sick leave prior to use of leave without pay. Employees requesting family or medical leave for all other reasons may be required to use accrued sick, and/or annual leave prior to use of leave without pay.
- 11 During the leave period, the County will provide coverage under the health insurance plan which the employee had selected prior to going on leave at the level and under the conditions coverage would have been provided if the employee had not gone on leave.
- 12 If the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition for him or herself, children, spouse, parents, parents-

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in-law, or injured family service member or other circumstances beyond the control of the employee, the County may recover the employer's contribution to the health insurance premium paid during any period of unpaid leave.

- 13 No employee shall be prevented from returning to work prior to the expiration of the 12/26 week period.
- 14 Employees shall return to the position vacated or, with the approval of the Human Resources Director, to another position in the same class.
- 15 Employees who do not plan to return to work should notify their department no later than at the expiration of the leave. Failure to return to work without giving notice at the expiration of the leave without good cause may result in an unsatisfactory service separation.
- 16 This regulation shall be construed as to ensure compliance with the minimum requirements of the Family and Medical Leave Act of 1993.

10.23 Paid Family Leave

Paid leave granted to eligible employees for any qualifying reason that would be covered under the Family and Medical Leave Act (FMLA) of 1993 and as set forth in section 10.22 above. Paid family leave shall only be available for the qualifying absences that would be covered under the Family Medical Leave Act on or after the effective date of this regulation.

- 1 All merit employees, including those in their initial probationary period, are eligible for paid family leave (PFL). Merit employees in their initial probationary period become eligible for paid family leave on the first day of the month following the employee's date of original appointment.
- 2 Fulltime merit employees may be eligible to take up to total of 240 hours of paid family leave (360 hours for 24-hour staff) in a twelve-month period. Merit employees scheduled to work less than 80 hours per pay period may be eligible for paid family leave pro-rated on the basis of scheduled work hours per pay period in a twelve-month period.
- 3 Paid family leave shall run concurrently with family and medical leave (Section 10.22) to the extent that family and medical leave is available to the employee.
- 4 For other than birth or placements for adoption/foster care events, the twelve-month period for paid family leave shall commence with the first use of paid family leave. For birth or placements for adoption/foster care events, the twelve-month period for paid family leave shall commence with the date of such birth or placement. Unused paid family leave hours do not carry over to another 12-month period.

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- 5 Requests for paid family leave must be made in writing and submitted 30 calendar days in advance whenever the necessity for such leave is foreseeable.
- 6 Eligible employees are entitled to a total of up to 6 weeks paid family leave in a single twelve-month period.
- 7 Paid family leave can be taken on an intermittent (periodic) or consecutive (continuous) basis when certified as medically necessary by a healthcare provider. A request to use paid family leave on an intermittent basis which is not medically necessary (i.e. bonding time with a baby) must be coordinated and approved at the discretion of the department based on staffing and operational needs.
- 8 At the request of the department head or designee, the employee shall provide certification from a health care provider in connection with a request for paid family leave.
- 9 At the request of the department head or designee, the employee shall provide certification of a qualifying exigency in connection with a request for paid family leave.
- 10 Employees who are eligible for sick leave under sections 10.22-5 and 10.22-6 may utilize sick leave prior to using paid family leave.
- 11 Employees must exhaust paid family leave prior to using leave without pay, donated leave, advanced sick leave, or extraordinary sick leave.
- 12 Employees who leave County service while on paid family leave are not entitled to be paid for any unused portion of paid family leave.
- 13 Employees who do not plan to return to work should notify their department no later than at the expiration of the paid family leave. Failure to return to work without giving notice at the expiration of the leave without good cause may result in an unsatisfactory service separation.

10.24 Leave for Injury in Line of Duty

- 1 A merit employee who is injured while performing the duties of his/her position, without fault or negligence on his/her part, and who is accepted as compensable under the Virginia Worker's Compensation Act, shall be granted injury leave with pay, as approved by the County Executive or his/her designee. Such eligibility for injury leave with pay begins on the first day of injury and shall expire not later than twelve calendar months from the original injury date. Reinjuries do not extend the period of eligibility for injury leave. Such leave requires a medical certificate from an approved licensed physician authorized by the

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County to treat worker's compensation claims. This certificate must set forth the nature and extent of the injury and the probable period of disability.

- 2 Extensions of injury leave beyond twelve calendar months may be granted by the department head or designee. In no case shall the employee be granted injury leave in excess of 2080 (2912 for 24-hour shift fire protection employees) total hours. In evaluating such requests, the following elements shall be considered:
 - a. The circumstances in which the injury occurred to include consideration of the nature and extent of the injury;
 - b. The nature and extent of treatment providing that the employee has continued under the regular care of the authorized physician requiring an office visit at minimum intervals of at least once every three months; and providing that the medical records clearly substantiate a relationship between the current prescribed treatment and the original injury;
 - c. The likelihood of the employee's return to duty;
 - d. The employee's past injury, leave and service record;
 - e. The employee's compliance with injury leave policies and requirements.
- 3 When possible, employees who have been injured but are not totally disabled, will be placed in temporary assignments without loss of pay with duties that fall within the medical restrictions prescribed by the treating physician.
- 4 When injury leave is used other leave benefits shall not accrue.
- 5 An employee on injury leave is expected to follow medical procedures and complete necessary forms/reports so as to ensure that worker's compensation payment will be credited to the appropriate account.
- 6 An employee on injury leave is specifically prohibited from engaging in activities that may impair his/her recovery. This includes:
 - a. Engaging in strenuous recreational or other physical activities without the approval of the authorized physician.
 - b. Being employed or self-employed to perform work of any kind without the prior written approval of the authorized physician and the Human Resources Director.
- 7 An employee on injury leave is not required to remain at home, but is required to be available for contact by his/her supervisor and to notify the supervisor of any change of

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residence during authorized absence.

- 8 Failure of an employee on injury leave to follow prescribed procedures or to accept appropriate medical treatment, vocational rehabilitation, or medically appropriate temporary assignments, may result in disallowal of full salary continuation and reversion to straight worker's compensation wages, if eligible, for the time period of noncompliance, with the employee being liable for repayment of the monetary differential.

10.25 Bereavement Leave

Bereavement leave may be used to cover an absence resulting from the death of an employee's extended family or household member, as defined in Chapter 2. Department heads or designees shall grant bereavement leave with pay to merit employees in accordance with the following provisions:

- 1 Full time merit employees shall be eligible to use up to 16 hours of bereavement leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for bereavement leave on a pro-rated basis.
- 2 Bereavement leave may not be carried over from one calendar year to the next.
- 3 The amount of bereavement leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.
- 4 Bereavement leave shall be debited in no less than one-tenth hour units.
- 5 Sick leave may be granted for absences extending beyond bereavement leave eligibility in accordance with the sick leave provisions herein.

10.26 Compensatory Leave

- 1 Compensatory leave shall be credited to an employee as provided for in the rules governing overtime. Employees who are participants in the Deferred Retirement Option Plan (DROP) will be considered as merit employees for purposes of crediting compensatory leave.
- 2 Compensatory time for overtime worked shall be granted at the discretion of the employee at a time convenient to and approved by the department head or designee.
- 3 Overdrawn compensatory leave shall be debited in the following order: annual leave, leave without pay.

10.27 Effect of Transfers on Compensatory Leave

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An employee who transfers from one department to another shall have his/her compensatory leave transferred to the new department.

10.28 Effect of Separation on Compensatory Leave

An employee who is separated from service may only be paid for any accrued overtime for which he/she has not been granted compensatory leave in accordance with the provisions of section 4.15-4.

10.29 Military Leave

-1 A merit employee who is a member of the National Guard or an organized military reserve of the United States, or is a former member of the Armed Services and has been reactivated by a competent authority shall be allowed military leave under the following circumstances:

a. Leaves of absence with pay not to exceed fifteen workdays during any one federal fiscal year (October 1 - September 30) to attend federally funded military duty, including duty for training. For the purposes of this section, one 24-hour shift workday shall equate to two military leave workdays. The employee shall report to work in accordance with the following schedule:

1. If the period of service is less than 31 days, the employee must report back to work not later than the beginning of the next regularly scheduled workday after the military duty, including travel time and an 8-hour rest period, is completed.
2. If the period of service is more than 30 days but less than 181 days, the employee must report back to work not later than 14 calendar days after completing service.
3. If the period of service is more than 180 days, the employee must report back to work not later than 90 days after completing service.
4. If the employee is hospitalized or convalescing from an injury or illness incurred during the period of service, then the time for the employee to report back to work will be extended.

b. Leaves of absence without pay for training not covered above. The employee shall report to work the next regularly scheduled workday after the training period, including travel time and an 8-hour rest period, is completed.

-2 A merit employee who is a member of the Virginia National Guard and who is called to emergency duty by the Governor to combat floods, riots, winter storms, hurricanes, or other disasters shall be allowed military leave with pay for each day of such service. A merit employee who is a member of any National Guard organization other than the State of Virginia and who is called to emergency duty by the competent authority of that state may elect to be placed on military leave without pay for each day of such service.

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- 3 The employee shall notify his/her supervisor as far in advance as possible when taking military leave. The employee's notice may be either verbal or written. A copy of military orders may be requested but cannot be required. Failure to notify the County in advance shall not deprive the employee of rights and benefits.
- 4 An employee who leaves the County service in order to join the military forces of the United States or who is inducted into such service has resigned and is not considered to be on military leave. (Section 9.2-5).
- 5 In the event of any conflict between County regulations and federal or state law, the latter shall take precedence.

10.30 Civil Leave

A merit employee shall be given time off without loss of pay when performing jury duty, when subpoenaed or requested to appear before a court, public body or commission except when the employee is a party to the suit, when performing emergency civilian duty in connection with national defense, or for the purpose of voting. Leave for the purpose of voting shall only be granted when the employee's work schedule prohibits voting before or after duty hours or through absentee balloting.

10.31 Volunteer Activity Leave

Volunteer activity leave may be used to participate in volunteer activities and initiatives to support the neighborhoods in which employees live and work to include educational and charitable institutions, religious/faith-based, and community service entities. Department heads or designees shall grant volunteer activity leave with pay to merit employees in accordance with the following provisions:

- 1 Full time merit employees shall be eligible to use up to 16 hours of volunteer activity leave per calendar year (24 hours for full time 24-hour shift fire protection employees). Merit employees scheduled to work less than 80 hours per pay period shall be eligible for voluntary activity leave on a pro-rated basis.
- 2 Voluntary activity leave may not be carried over from one calendar year to the next.
- 3 The amount of voluntary activity leave to be debited shall be computed on the basis of the exact number of hours an employee is scheduled to work in the period when the leave is taken.
- 4 Voluntary activity leave shall be debited in no less than one-tenth hour units.

10.32 Leave Without Pay

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A department head or designee may grant a merit employee a leave without pay for a period not to exceed one year, subject to the following conditions:

- 1 Leave without pay shall be granted only when it is in the interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee even at some sacrifice.
- 2 At the expiration of a leave without pay, the employee shall be reinstated in the position he/she vacated or in any other vacant position in the same class.
- 3 The employee does not earn leave while on leave without pay.
- 4 Failure on the part of the employee to report promptly at the expiration of a leave without pay may be cause for dismissal.

10.33 Education Leave

A merit employee engaged in professional or technical work may be granted a leave of absence with full or partial pay for enrollment in a special institute or course of study of direct benefit to the County service, at the discretion of the department head or designee.

Such leave may be granted on the assumption that the employee will remain with the County service for a reasonable period to be recommended by the department head or designee, upon completion of the institute or course of study.

10.34 Holiday Leave

- 1 The following holidays are observed by the County and shall be granted to merit employees with pay, unless such employees are required to be on scheduled duty.
 - a. New Year's Day (January 1);
 - b. Martin Luther King, Jr.'s Birthday (Third Monday in January);
 - c. George Washington's Birthday – Presidents' Day (Third Monday in February);
 - d. Memorial Day (Last Monday in May);
 - e. Juneteenth Day (June 19)
 - f. Independence Day (July 4);

Commented [A11]: Inserted Juneteenth Day holiday.

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g. Labor Day (First Monday in September);

h. ~~Columbus Day (Second Monday in October);~~

Commented [A2]: Removed Columbus Day holiday.

~~Election Day;~~

Commented [A3]: Added Election Day holiday as h.

i. Veteran's Day;

j. Thanksgiving Day (Fourth Thursday in November);

k. Fall Holiday (Friday after Thanksgiving);

l. Christmas Eve (One-half day on December 24);

m. Christmas Day (December 25);

n. Inauguration Day (January 20, every fourth year) when it falls on a business day, Monday through Friday.

-2 The County Executive may also set aside other days as holidays.

10.35 Granting Holiday Leave

The granting of holidays observed by the County shall be subject to the following provisions:

-1 Holidays on a weekend.

When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

-2 Holiday on scheduled workday

a. Holiday on scheduled workday; employee works. Employees who are required to work on a holiday (actual or County observed) shall be compensated for the time worked in accordance with the rules governing hours and overtime. Holiday compensation will be provided on an hour for hour basis for an employee's regular scheduled hours not to include overtime hours. If an employee who would not normally work the holiday, is scheduled to work to meet staffing or other operational needs, the employee is entitled to receive holiday compensation for hours worked not to exceed the number of his/her regularly scheduled hours.

b. Holiday on scheduled workday; employee does not work. Employees who are required to work on a holiday (actual or County observed) but do not work, shall be compensated as follows. Holiday compensation will be provided on an hour for hour basis up to the number of regularly scheduled hours for that day.

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- 3 Holiday on scheduled day off. Within the policy established in the section on holiday leave, whenever one of the designated holidays falls on an employee's scheduled day off, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime. To receive holiday compensation on an actual holiday, an employee must be directed by his/her supervisor to work due to staff shortage or other operational necessity.
- 4 Holidays for merit part-time employees. Part-time merit employees shall be granted holiday time off with pay on a pro-rated basis regardless of the number of hours scheduled on the day a holiday falls computed at the rate of one-tenth of an hour times the employees bi-weekly scheduled hours.
- 5 Holidays during paid leave. A holiday falling within a period of paid leave shall not be counted as a workday in computing the amount of leave debited.
- 6 Holiday during unpaid leave. When a holiday falls within a period of leave without pay, the employee shall be granted either holiday pay or holiday compensatory time in accordance with the rules governing hours and overtime.
- 7 Appointment on a holiday. The appointment of a merit employee shall not be affected on a holiday except when the employee works that day.

10.36 Administrative Leave

- 1 Administrative leave shall be any paid leave authorized by the County Executive, which is not otherwise classified by these Regulations.
- 2 Administrative leave will normally¹ be granted to any full-time or part-time employee by an appointing authority or the County Executive for any of the following reasons:
 - a. Where an employee is required to appear before a public body, public agency, board or commission during normal working hours on matters relating to County business.
 - b. For the attendance in an official capacity during normal working hours as a representative of the County at meetings, symposiums, conferences, conventions or hearings.
 - c. During the investigation of an alleged improper act by an employee which may result in formal disciplinary actions and/or when the retention of the employee on an active duty status may be detrimental to the interests of the County or injurious to the employee, his/her fellow workers or the general public, Administrative Leave for this

¹ Exceptions to be justified and made a matter of record.
County of Fairfax, Virginia-Personnel Regulations

~~October 10, 2020~~ TBD

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purpose will not exceed ten business days without prior approval of the County Executive. A memorandum to the Human Resources Director will be submitted by the department head or designee giving details of the Administrative Leave for all situations covered by this paragraph. In lieu of the use of Administrative Leave for situations of this type, a department head or designee may temporarily assign the employee to other duties.

- d. For participation in the blood donor program for which purpose up to four hours may be granted, at the discretion of department head or designee, for each recuperative purpose.
 - e. For the purpose of undergoing a medical examination as may be required by the employee's department head or designee.
 - f. To recognize long term service to general county employees who earn length of service awards of 20, 25, 30, 35, 40 and 45 years or more shall be eligible for two days of administrative leave (24 hours for 24-hour shift firefighters) in the year after they have qualified for the length of service award.
 - g. To recognize outstanding performance such as Outstanding Performance Awards or Team Excellence Awards. The number of hours received for Outstanding Performance Awards or Team Excellence Awards shall be equal to one day of administrative leave (12 hours for 24-hour shift firefighters).
 - h. For officers of the Employees Advisory Council and employee organizations, who participate in payroll dues deduction to attend conventions and training related to employee relations. Administrative Leave for this purpose shall not exceed 30 workdays (240-hours) per year per employee organization. In the accrual of hours toward the 240-hour limit, one 24-hour shift shall equate to 16 hours of administrative leave. Employees must submit such leave requests as far in advance as possible and provide written verification upon return to duty of attendance at the convention or employee relations training. Respective employee group leaders are accountable for monitoring and ensuring compliance with this policy.
 - i. When a non-Office of Elections employee volunteers to work for *Fairfax County's* Office of Elections on an election day or completes training for election volunteer workers.
- 3 In addition to the provisions of paragraph -2 above, Administrative Leave may be granted to any full-time or part-time employee by the County Executive or his/her designee for any of the following reasons:
- a. Breakdown of essential facility services such as heating, air conditioning, or water or other problems wherein facilities must be closed and employees released early from work or not required to report to work.

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- b. Breakdowns of equipment making it impossible to accomplish assigned tasks.

10.37 Leave for Inclement Weather or Other Emergency

- 1 When extreme inclement weather or other emergencies occur, the County Executive or his/her designee shall have the option to declare one of the following types of leave:
 - a. Unscheduled Leave - may be declared by the County Executive or his/her designee when it is deemed advisable to provide employees flexibility regarding reporting to work due to inclement weather or other emergency. Unscheduled leave authorizes all employees, except those designated as emergency service personnel, to use their own leave to remain home from work or to leave work early without obtaining prior approval from their supervisor. Employees, however, must notify their supervisors if they opt to stay home on unscheduled leave. Employees may only use annual leave, compensatory leave, or leave without pay for this purpose. Such leave is authorized only for the period of time designated by the County Executive or his/her designee.
 - b. Emergency Administrative Leave - may be declared by the County Executive or his/her designee when it is determined necessary to close the general County government due to extreme inclement weather or other emergency. Emergency administrative leave authorizes all merit County employees, except those designated as emergency service personnel, to remain home from work or to leave work early without prior approval of the supervisor and without the use of personal leave or leave without pay. Such leave shall be limited to the time periods designated by the County Executive or his/her designee. Employees required to work during a period of such emergency administrative leave shall receive extra compensation in accordance with provisions contained in Chapter 4.
- 2 When leave for inclement weather or other emergency is declared, emergency service personnel must report to work. Emergency service personnel are those employees, designated by the department head or designee, who due to the nature of the emergency, which has occurred, must report to work to ensure that public health and safety needs or critical departmental requirements are met.




County of Fairfax, Virginia

MEMORANDUM

DATE: November 10, 2020

TO: Catherine Spage, Director
Department of Human Resources

FROM: Nicole Rawlings, Executive Director 
Civil Service Commission

SUBJECT: Public Hearing on Proposed Revisions to the Personnel Regulations –
Chapters 2, 10 and 16

Following an advertised electronic public hearing held on November 10, 2020, the Civil Service Commission considered revisions to the above referenced chapters of the Personnel Regulations. Members of the Commission participating in the public hearing included, Farzin Farzad, Jason Fong, Thomas Garnett, John Harris, Vanessa R. Jordan, Herb Kemp, Nancy Rice, Sara Simmons, John Townes and Deborah Woolen. Commissioner Patrick Morrison did not participate.

Cathy Spage, Director, Department of Human Resources (DHR) provided an overview of the proposed changes for each chapter. Ms. Spage shared that the proposed changes to Chapter 2 update the bullying definition, reflecting language recommendations by the United States Department of Justice (DOJ). The proposed changes to Chapter 10 update the County Holiday schedule to reflect the addition of Juneteenth (June 19th), and Election Day as paid holidays consistent with changes made to the state holiday schedule and remove Columbus Day as a paid holiday. She further noted that the proposed changes to Chapter 16 were being withdrawn.

Ms. Spage was accompanied by Diane Roteman, Employee Relations Division Director, DHR.

The proposed changes were presented as follows:

Chapter 2

The proposed changes to Chapter 2 update the bullying definition with language recommended by the DOJ. The advertised proposed changes contained the word “causes” however, DHR presented an amendment to instead including the word “cause”, to accurately reflect the DOJ’s recommended language.

Chapter 10

The proposed changes to Chapter 10 add Juneteenth Day (June 19) to Section 10.34-1e; remove Columbus Day (Second Monday in October) from Section 10.34-1h; add Election Day as an annual holiday in Section 10.34-1i; and correct the lettering for Section 10.34 due to the above referenced additions and deletion.

Civil Service Commission
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Chapter 16

The proposed changes to Chapter 16 were withdrawn.

Following Ms. Spage's presentation, Commissioner Jordan questioned whether a name change for the Columbus Day holiday was considered prior to a decision to remove it as a paid holiday. Ms. Spage indicated that in prior years, a name change was discussed but decided against. She explained that a name change was not discussed as part of the current proposed changes before the Commission given the decision to recommend removal of the Columbus Day holiday. She further explained that the proposed removal of Columbus Day as a paid holiday is due to the addition of Election Day and Juneteenth Day to the holiday schedule and a need to strike a balance with the number of paid holidays. She shared that with the addition of Election Day and Juneteenth Day, County employees will enjoy 14.5 paid holidays.

In addition to Commissioner Jordan's question, Commissioner Rice verified for the record that the proposed bullying definition in Chapter 2 should contain the word "cause" in place of the word "causes".

Michelle Starr, of the Service Employees International Union, Virginia 512, registered to speak in advance of the hearing. Ms. Starr expressed that she and her membership had no objections to the proposed changes.

In addition to the public comment provided during the public hearing, the Commission received written comment from Ms. Kerry Meushaw, a retired Master Police Officer and current civilian employee, in opposition to the proposed changes to Chapter 16. David Lyons, on behalf of the Fairfax Workers Coalition, submitted written comment supporting the proposed changes to Chapters 2 and 10 and registering support for every means of removing and barring all weapons from the workplace. The written comments were reviewed and considered by the Commission and are part of the hearing record. No additional public comment was provided.

The members of the Civil Service Commission participating in the public hearing voted unanimously, without further discussion, to recommend that the Board of Supervisors approve the proposed changes for Chapters 2, with the amendment of "causes" to "cause" as presented; and Chapter 10 as presented, with removal of the qualifying language "every fourth year and presidential election year" in Section 10.34 -1i such that Election Day is an annual holiday, consistent with recent changes to the state holiday schedule.

Following the Commission's vote, the meeting adjourned.

If the Commission can be of further assistance in clarifying these proposed changes, please let me know.

cc: Board of Supervisors
Commissioners, Civil Service Commission

Bryan J. Hill, County Executive
Karen Gibbons, Deputy County Attorney
Vicki Kammerude, Chair, EAC
Ron Kuley, President, Local 2068
Joseph Abbate, President, Fairfax Deputy Sheriff's Union, SEIU
Brad Carruthers, President, Fraternal Order of Police, Lodge 77
Sean Corcoran, IUPA, Local 5000
Tammie Wondong, President, FCEGU, SEIU
Kirt Cleveland, Fairfax Workers Coalition
Brenda C. Zwack, Esq., AFSCME Local 3001
Karen Conchar, SEIU 512

ACTION - 4

Approval to Use Construction Management at Risk (CMAR) Procurement Method for the Pre-construction and Construction Phase Services for the Tysons Fire Station #29 and Bus Transit Facility Project (Providence District)

ISSUE:

The Department of Public Works and Environmental Services (DPWES) proposes to use the CMAR procurement method for the pre-construction and construction phase services on the Tysons Fire Station #29 and Bus Transit Facility project. The estimated project cost is \$20,000,000. While there is general authority to use CMAR for projects costing at least \$26,000,000, a locality may use CMAR for projects under \$26,000,000 only with written approval of the governing body. Staff recommends that the Board of Supervisors approve the use of the CMAR procurement method for this project.

RECOMMENDATION:

In accordance with the Fairfax County Purchasing Resolution, the County Executive recommends approval to utilize the CMAR procurement process for the Tysons Fire Station #29 and Bus Transit Facility project, which is included in the FY 2021 - FY 2025 Adopted Capital Improvement Program (With Future Fiscal Years to 2030).

TIMING:

Board action is requested on December 1, 2020. This timing is important in order to meet the requirement to have the CMAR contractor in place prior to completion of the schematic design phase by the architect.

BACKGROUND:

The project is located at 8300 Jones Branch Drive, McLean, Virginia. The scope of the work includes a new, approximately 20,000 square foot (SF), five-bay, fire station and an approximate seven-bay bus transit facility, associated site work, and roadway improvements. The scope of work also includes coordination with the Fairfax County Department of Transportation (FCDOT) for constructing a future ramp access through the project site connecting Jones Branch Drive and the Dulles Toll Road. The current, approved construction budget is \$15,000,000 including the bid and change order contingencies. The approved Total Project Estimate (TPE) for this project is \$20,000,000.

Board Agenda Item
December 1, 2020

During the October 6, 2015, Board of Supervisors' (Board) meeting, the Board requested notification when either Design-Build or CMAR contracts are to be used for the implementation of capital projects. DPWES continues to evaluate project delivery methods and believes that CMAR will be the most beneficial procurement approach to the above referenced project.

Virginia Code § 2.2-4382, as reflected in the Fairfax County Purchasing Resolution, sets out how localities may use the CMAR procurement method, including a project cost threshold. In the 2020 legislative session, the General Assembly effectively raised the project cost threshold from \$10,000,000 to \$26,000,000. A locality, however, may still use CMAR for projects under the \$26,000,000 threshold if the exception is approved in writing by the governing body. While the cost threshold has changed, the requirement that exceptions to the project cost threshold be granted only by the Board of Supervisors has existed for several years. In evaluating whether to make an exception, the Virginia Code requires that the Board: (i) find that the project is a complex project and (ii) approve in writing the project procurement method.

Factors demonstrating the complexity of this project include:

1. Shared use redevelopment of the site to provide for both a fire station and transit facility.
2. Complex phasing to redevelop the site to build a new fire station while maintaining ongoing operations of the existing transit center and providing for future transit connections.
3. Complex fire stations systems and infrastructure including Plymovent diesel exhaust extraction system, Westnet first alert public safety notification system, full emergency power back-up system, vehicle apparatus bays with adjacent fire and rescue staff residential living facilities, and pre-emption traffic signal system.
4. The project is to be developed to meet LEED v4.0 Gold Certification, 30 percent energy performance improvement, and to be solar ready for installation of solar panels.

The benefits of the CMAR contract approach for this project are highlighted below:

1. Phasing – The use of CMAR allows the contractor to be actively involved in the complex phasing plan (while it is being developed during design) for the construction of the project. The current FCDOT bus transit facility must remain operational at all times during construction and project phasing must allow for the construction of a future ramp access through the site connecting Jones Branch Road with the Dulles Toll Road. Having the contractor on-board during the design will identify those challenges and provide solutions to minimize the disruption to the services the facility provides.

Board Agenda Item
December 1, 2020

2. Cost Certainty – The use of CMAR procurement allows for ongoing cost validation by the CMAR contractor, which reduces bid uncertainty associated with traditional competitive sealed bidding. Use of CMAR will also allow for direct contractor pricing feedback so that scope items can be prioritized to remain within the approved TPE of \$20,000,000.
3. Cost Reductions - The use of a CMAR contract brings valuable insight from the CMAR contractor through a series of constructability reviews and continuous on-board value engineering. The advantage over a traditional process is gaining the input from a contractor's perspective as the design progresses, versus after a final bid is received. The contractor is on-board during the final design process, thus helping to reduce the number of change orders.
4. Schedule Advantages - The use of a CMAR contract may accelerate the project in three ways: 1) Potential to eliminate a three-month bidding process traditionally accomplished at the full completion of design; 2) Allows for the use of continuous on-board Value Engineering process, in lieu of a separate Value Engineering process; and 3) Allows for advance ongoing coordination between the design team, the CMAR contractor, and major subcontractors to address the complex and specialized system requirements for the fire station.
5. Off Ramp - If the guaranteed maximum price provided under the CMAR contract is not in the best interest of the county, the county retains the option to bid the project using the normal design-bid-build process.

Based on the complexity and specialized nature of this project, DPWES believes the use of the CMAR procurement method is in the best interest of the county. Subject to Board approval to utilize the CMAR procurement approach for this project, DPWES will initiate the process to select a CMAR contractor for this project.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

None.

Board Agenda Item
December 1, 2020

STAFF:

Rachel Flynn, Deputy County Executive

Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)

Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

Carey Needham, Director, DPWES, Capital Facilities, Building Design and Construction Division

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

Board Agenda Item
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ACTION - 5

Approval of the Project Agreement and Authorization to Execute Additional Agreements between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2021 Funding for the I- 95 Transit and Transportation Demand Management Plan Operating Assistance (Lee, Mason and Mount Vernon Districts)

ISSUE:

Approval for the Director of the Department of Transportation to sign the Project Agreement and execute additional future agreements with DRPT, to enable the County to receive FY 2021 funding for the I-95 Transit and Travel Demand Management (TDM) Plan operating assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to: (1) sign the Project Agreement between DRPT and Fairfax County, in substantial form as Attachment 1, to fund Fairfax County's I-95 Transit and TDM Plan operating assistance; and (2) sign additional future agreements with DRPT related to the FY 2021 second, third and fourth quarter installments of I-95 TDM Plan and Operating Assistance grants.

TIMING:

The Board of Supervisors should act on this item on December 1, 2020, so that DRPT can release FY 2021 funding for the TDM Plan operating assistance.

BACKGROUND:

The I-95 Corridor Transit and TDM Plan was developed in collaboration with the Secretary of Transportation and the Virginia Public-Private Transportation Act (PPTA) Office to provide the Commonwealth of Virginia with recommendations, including advice on operations and capital investments, to complement the I-95 High Occupancy Toll/High Occupancy Vehicle (HOT/HOV) lanes improvements. The plan is derived from the 2008 DRPT I-95/I-395 Transit/TDM Study, which had the intent to maximize utilization of the HOT/HOV lanes network and responds to the demand for increased public. The plan identified cost-effective transit and TDM improvements for the I-95 corridor for 2015, 2035 and beyond, and those improvements can receive funding through an operating assistance grant. In Fairfax County, this grant is used to fund the

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operating cost of Fairfax Connector bus Route 393, which operates from the Saratoga Park-and-Ride and the Gambrill Road Park-and-Ride in the Springfield area to the Mark Center and the Pentagon.

HB 30 (2020), the Commonwealth's FY 2020-2022 biennium budget, included language allowing the existing transportation Six-Year Improvement Program (SYIP) to remain in effect through June 30, 2021, or until a new program can be adopted based on updated revenue forecasts reflecting the impact of COVID-19. The language also allowed transit operating funding to be maintained consistent with funding levels in the existing SYIP until a new program is adopted. The Commonwealth Transportation Board (CTB) understood that operating assistance offsets a portion of transit agency operating expenses in a typical year and that transit agencies in Virginia faced significant uncertainty, even with federal CARES Act funding, regarding their FY 2021 budgets.

Accordingly, the CTB allocated funding equivalent to one quarter of the FY 2020 operating assistance allocation to transit agencies for the first quarter of FY 2021. DRPT has provided the operating assistance agreement for the I-95 Transit and TDM Plan for the first quarter of FY 2021, in substantial form of Attachment 1. DRPT will countersign the agreement following action by the County.

FCDOT continues to monitor the availability of assistance for the remaining three quarters of FY 2021. By approving this Item, the Board also authorizes FCDOT to accept the second, third and fourth quarter installments of I-95 TDM Plan and Operating Assistance grants and the Director of Transportation to sign related operating assistance agreements, provided the allocations from DRPT and terms of the agreements are consistent with the first quarter agreement.

FISCAL IMPACT:

This operating assistance agreement will provide state grant funding in the amount of \$79,574 for the first quarter of FY 2021. Funding from the Commonwealth is provided on a reimbursement basis. Anticipated full-year funding of \$300,000 for this grant was included in the FY 2021 Adopted Budget Plan in Fund 40000, County Transit Systems. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 72021-60: Fiscal Year 2021 I-95 Transit and TDM Plan Operating Assistance

Board Agenda Item
December 1, 2020

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Noelle Dominguez, Chief, Coordination Section, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2021
Six Year Improvement Program Approved Project
Grant Number 72021-60**

This Project Agreement, effective July 1, 2020, by and between the Department and Grantee is for the provision of funding for the Project.

WHEREAS, on February 2, 2020, the Grantee submitted an application to the Department for funding for the Project in the Fiscal Year 2021 Six Year Improvement Program for I-95 Operating Assistance; and

WHEREAS, the Department has approved partial funding for the Project; and on June 17, 2020, the CTB allocated partial funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Provide I-95 Transit and TDM Plan operating assistance.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$79,547 for the Project amended in the Fiscal Year 2020 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

4. The State grant funding amount is calculated based on a 20 percent farebox recovery rate. If the farebox recovery rate exceeds 20 percent for the grant period, the Department will reduce future grants to the Grantee by the overfunded amount. If the actual farebox recovery rate falls below 20 percent for the grant period, the Grantee can request an amendment to this Project Agreement to provide for the additional net operating costs incurred.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH TRANSPORTATION FUNDS

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: I-95 Transit and TDM Plan Operating
Assistance**

State Project Agreement

Project Number: 72021-60

Project Start Date: July 1, 2020

Project Expiration Date: June 30, 2021

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 100%)	\$79,547
	Total Project Expense	\$79,547

In no event shall this grant exceed \$79,547.

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December 1, 2020

ACTION - 6

Approval of Project Agreement and Authorization to Execute Additional Agreements between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2021 Transit Operating Assistance Grant Funds

ISSUE:

Approval for the Director of the Department of Transportation to sign a Project Agreement and execute additional future agreements with DRPT to enable the County's receipt of FY 2021 transit operating assistance grant funds.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to:

- (1) sign the Project Agreement between DRPT and Fairfax County, in substantial form of Attachment 1, for FY 2021 second quarter transit operating assistance;
- (2) sign additional agreements with DRPT related to FY 2021 third and fourth quarter funding of the transit operating assistance grants.

TIMING:

The Board of Supervisors should act on this item on December 1, 2020, so that DRPT can release FY 2021 second quarter transit operating assistance funding to Fairfax County.

BACKGROUND:

Fairfax County and DRPT entered into a revised Master Agreement for the Use of Commonwealth Transportation Funds on August 18, 2020, which forms the basis for the allocation of numerous transportation project grant funds to Fairfax County, including transit operating assistance for the Fairfax Connector.

The Commonwealth's 2020-2022 biennium budget included language allowing the existing transportation Six-Year Improvement Program (SYIP) to remain in effect through June 30, 2021, or until a new program can be adopted based on updated revenue forecasts reflecting the impact of COVID-19. The language also allowed transit operating funding to be maintained consistent with funding levels in the existing SYIP until a new program is adopted. The Commonwealth Transportation Board (CTB)

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understood that operating assistance offsets a portion of transit agency operating expenses in a typical year and that transit agencies in Virginia faced significant uncertainty regarding their FY 2021 budgets, even with federal CARES Act funding. Accordingly, the CTB allocated funding equivalent to one quarter of the FY 2020 operating assistance allocation to transit agencies for the first quarter of FY 2021 and agreed to reevaluate the situation in September 2020. On September 15, the Board authorized the Fairfax County Director of the Department of Transportation to sign the Project Agreement between DRPT and the County so that DRPT could release the FY 2021 first quarter transit operating assistance funding to the County.

On September 16, the CTB allocated funding for the second quarter of FY 2021 transit operating assistance. The amount being allocated to Fairfax County is the same amount as was allocated in the first quarter.

FCDOT will continue to monitor the availability of assistance for the remaining two quarters of FY 2021. By approving this Item, the Board also authorizes the Director of the Department of Transportation to accept the third and fourth quarter installments of the FY 2021 transit operating assistance grant and sign related operating assistance agreements, provided the allocations from DRPT and terms of the agreements are consistent with the Master Agreement.

FISCAL IMPACT:

This operating assistance agreement will provide state grant funding in the amount of \$3,903,977 for the second quarter of FY 2021. These funds will be received at the Northern Virginia Transportation Commission and included as state aid revenue in Fund 40000, County Transit Systems. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Grant # 72021-53: Fiscal Year 2021 Operating Assistance for Transit Operations

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Noelle Dominguez, Chief, Coordination Section, FCDOT
Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2021
Six Year Improvement Program Approved Project
Grant Number 72021-53**

This Project Agreement, effective July 1, 2020, by and between the Department and Grantee is for the provision of funding for the Project.

WHEREAS, on February 3, 2020, the Grantee submitted an Application for the Project; and

WHEREAS, the Department has approved partial funding for the Project; and on September 16, 2020, the CTB allocated partial funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Provide Fiscal Year 2021 transit operations.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$3,903,977 for the Project approved in the amended Fiscal Year 2020 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH TRANSPORTATION FUNDS**

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 ("Master Agreement"), is hereby incorporated by reference as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by their duly authorized officers, all as of the day, month, and year first written.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Fiscal Year 2021 Operating Assistance for
the Grantee's Transit Operations**

State Project Agreement

Project Number: 72021-53

Project Start Date: July 1, 2020

Project Expiration Date: June 30, 2021

Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	October 15, 2020	\$3,903,977
TOTAL GRANT AMOUNT		\$3,903,977

In no event shall this grant exceed \$3,903,977.

ACTION - 7

Board Endorsement of Design Plans for Hunter Mill Road Over Colvin Run Bridge Replacement Project (Hunter Mill District)

ISSUE:

Board endorsement of the Virginia Department of Transportation (VDOT) Design Public Hearing plans for the Hunter Mill Road Over Colvin Run Bridge Replacement Project.

This multimodal project is intended to reduce congestion, improve safety, enhance traffic operations, and provide facilities for pedestrians and bicyclists. The project will replace the existing, structurally deficient one-lane bridge with a two-lane bridge and that includes pedestrian safety improvements.

RECOMMENDATION:

The County Executive recommends that the Board endorse the design plans for the Hunter Mill Road Over Colvin Run Bridge Replacement Project administered by VDOT as generally presented at the on September 16, 2020, Design Public Hearing (Attachment 1) and authorize the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 2).

TIMING:

The Board should take action on this matter on December 1, 2020, to allow VDOT to proceed with final design plans to keep the project on schedule to start construction in Spring 2021.

BACKGROUND:

The Fairfax County Transportation Plan, adopted by the Board of Supervisors on July 31, 2006, and amended through September 2, 2015, depicts Hunter Mill Road as a planned two-lane facility. The existing one lane bridge over Colvin Run is structurally deficient and must be replaced immediately. On February 29, 2020, the bridge underwent emergency reinforcement, while the Load Rating was reduced to 10 tons and the lane width was reduced to approximately 10 feet, so the bridge could remain open. The overall purpose of the project is to replace the existing structurally deficient one lane Hunter Mill Road bridge over Colvin Run. The new bridge will be two lanes to match the existing roadway and Comprehensive Plan.

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The project will also incorporate pedestrian safety design features and improvements including a splitter island, median refuge, and Rectangular Rapid Flashing Beacon (RRFB). The median refuge and RRFB will improve safety and accessibility of drivers, bicyclists, and pedestrians where Hunter Mill Road and the Colvin Run Stream Valley Trail intersect just south of the bridge. The bridge is also being designed to allow a future trail crossing of Colvin Run.

Although the project will be primarily funded for the most part by VDOT State of Good Repair funds, the funds do not cover the pedestrian improvements south of the bridge. VDOT is asking the Fairfax County to contribute \$408,000 for the construction of the splitter island, median refuge, and RRFB.

PUBLIC HEARING COMMENTS:

In accordance with the Code of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Wednesday, September 16, 2020. Thirty-nine residents/households attended the Design Public Hearing. VDOT received 28 combined written and oral comments received for the record. Twenty-two residents/households and one agency supported the project as proposed and presented, six residents/households supported the project as proposed and presented with modifications, and no residents/households opposed the project as a whole. A copy of the Design Public Hearing brochure is attached (Attachment 1). The comments are currently being addressed by VDOT.

Summary of public comments revived at the public hearing:

- Majority of the citizens expressed appreciation for the expertise, thoroughness and thoughtfulness at community meetings, presentation of several alternatives, responsiveness and inclusion of the community in the process.
- Six residents/households took the meeting as an opportunity to ask questions related to the future trail bridge and trails connectivity with regard to the funding, construction timeline and collaboration between stakeholders.
- Five residents/households expressed concern about the pedestrian access and safety on the bridge and suggested some special markings and possibly a raised sidewalk.
- Six residents/households and one agency expressed concern about safety at the trail crossing south of the bridge, trail slope, existing park bollards and signs
- Three residents/households and one agency inquired about the splitter island and landscaping, and the proposed bridge abutments.
- Six residents/households are in support of the project, but wanted to keep a one-lane bridge.
- One resident/household asked about the availability of funds for the project.

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December 1, 2020

- One resident/household asked about effects of phased construction on project cost.

In reviewing the project design plans, County staff recommends that the Board of Supervisors endorse the plans.

PROJECT SCHEDULE:

Design Public Hearing Meeting: April 16, 2020
Advertise for Construction: Winter 2020-2021
Construction Begins: Spring 2021
Construction Ends: Summer 2022

FISCAL IMPACT:

Funding in the amount of \$408,000 for this request is available in Fund 40010 – County and Regional Transportation Projects. The request to use these fund revenues for this roadway improvement will have no adverse impact on projects approved as part of the December 2019 Board approval of the Transportation Priorities Plan. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: September 16, 2020, Design Public Hearing Brochure
Attachment 2: Letter transmitting Board of Supervisors' Endorsement of the Hunter Mill Road over Colvin Run Bridge Replacement Project

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section (CPS), FCDOT
Tad Borkowski, Transportation Planner IV, CPS, FCDOT
Nick Alexandrow, Transportation Planner III, CPS, FCDOT
Will Steinhilber, Transportation Planner II, CPS, FCDOT



Hunter Mill Road over Colvin Run Bridge Replacement Fairfax County

Virtual Design Public Hearing

Wednesday, September 16, 2020, 7-8:30 p.m.
www.virginiadot.org/huntermillcolvinrun

Find out about plans to replace the weight-restricted (ten tons) one-lane Hunter Mill Road bridge over Colvin Run. The new bridge will have two lanes separated by a median/splitter island. The project also includes an improved trail crossing south of the bridge, landscaping in the median/splitter island, and abutments for a new trail bridge over Colvin Run (Fairfax County will construct the trail bridge in the future).

The hearing will be held as a **virtual/online meeting**. Information for accessing and participating in the meeting will be posted on the project website (**www.virginiadot.org/huntermillcolvinrun**). The VDOT project team will make a presentation beginning at 7 p.m. and be available to answer questions after the presentation until 8:30 p.m.

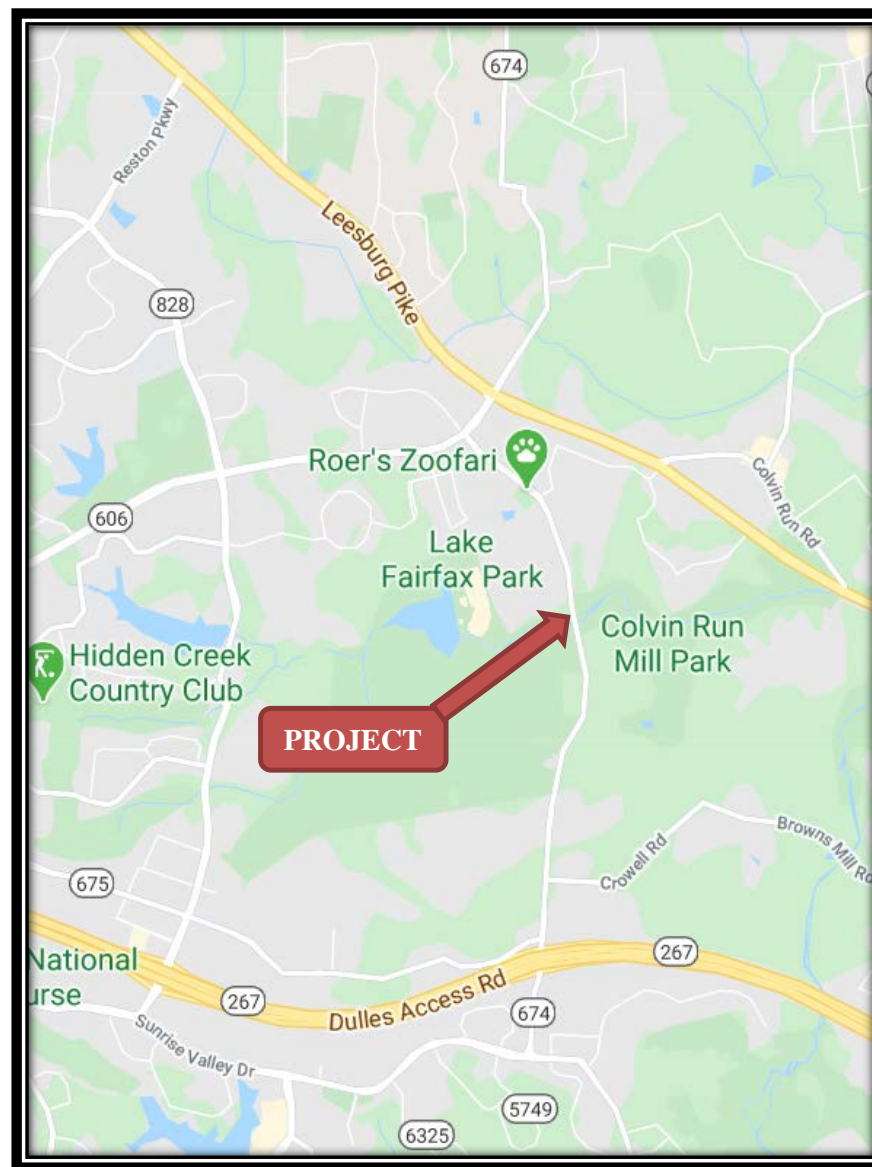
Review project information and meeting details on the VDOT project website or during business hours at VDOT's Northern Virginia District Office, 4975 Alliance Drive, Fairfax, VA 22030. Please call ahead at 703-259-3256 or TTY/TDD 711 to make an appointment with appropriate personnel.

Pursuant with the National Environmental Policy Act (NEPA) and 23 CFR 771, a Programmatic Categorical Exclusion (PCE) is being prepared as per agreement with the Federal Highway Administration. In compliance with the National Historic Preservation Act, Section 106 and 36 CFR Part 800, information concerning the potential effects of the proposed improvements on properties listed in or eligible for listing in the National Register of Historic Places will be available with the PCE.

Give your comments after the presentation, submit your written comments by **September 28, 2020** via the project website, by mail to Mr. Vicente Valeza, P.E., Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030 or email meetingcomments@VDOT.virginia.gov. Please reference "Hunter Mill Road over Colvin Run Bridge Replacement" in the subject line.

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT Civil Rights at 703-259-1775.

State Project: 0674-029-358, P101, B643
UPCs: 110499, 110433
Federal: STP-BR09 (295), BR-5B01 (164)



Hunter Mill Road over Colvin Run Bridge Replacement



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax

Ms. Helen L. Cuervo, P.E.
District Administrator
Northern Virginia District
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Hunter Mill Road Over Colvin Run Bridge Replacement, UPC 110499 and 110433

Dear Ms. Cuervo:

On December 1, 2020, the Fairfax County Board of Supervisors endorsed the design plans replace Hunter Mill Road (Route 674) over Colvin Run Bridge, as presented at the September 16, 2020, public hearing. This bridge replacement project is intended to replace the existing, structurally deficient, one-lane bridge over Colvin Run with a new two-lane bridge with improved safety for pedestrians and bicyclists. The safety features include a Rectangular Rapid Flashing Beacon (RRFB) at the trail crossing to the south of the bridge, a splitter island across the bridge, and a median refuge at the trail crossing.

Please call Will Steinhilber at (703) 877-5783 or me at (703) 877-5663, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Tom Biesiadny
Director

cc: Members, Board of Supervisors
Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Gary Runco, P.E., District Bridge Engineer, VDOT
Vicente Valeza, P.E., Project Manager, VDOT
Andrew Beacher, Manager, Preliminary Engineering, VDOT
Eric M. Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section, FCDOT
Tad Borkowski, Capital Projects Section, FCDOT
Nick Alexandrow, Capital Projects Section, FCDOT
Will Steinhilber, Capital Projects Section, FCDOT

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



Board Agenda Item
December 1, 2020

ACTION - 8

Approval of Comments on I-495 NEXT Draft National Environmental Policy Act
Environmental Assessment and Draft Design Plans (Dranesville and Providence
Districts)

ISSUE:

Board approval of comments on the I-495 Northern Extension (I-495 NEXT) draft National Environmental Policy Act Environmental Assessment (EA) and draft design plans.

RECOMMENDATION:

The County Executive recommends that the Board approve two letters containing Fairfax County's comments on the I-495 NEXT EA and draft design plans, which are included as Attachment A and Attachment B, respectively.

TIMING:

Board approval is requested on December 1, 2020, so that comments on the EA and draft design plans can be submitted by the December 4, 2020 deadline.

BACKGROUND:

The Federal Highway Administration (FHWA) and Virginia Department of Transportation (VDOT) prepared the Capital Beltway Study Draft Environmental Impact Statement (EIS) in 2002 to evaluate the expansion and reconfiguration of I-495 from the American Legion Memorial Bridge (ALMB) to the I-95/I-495/I-395 interchange in Springfield. Following the publication of the EIS, VDOT received a proposal pursuant to the Virginia Public-Private Transportation Act (PPTA), that allows private entities to solicit VDOT to develop and/or operate and maintain transportation facilities that VDOT determines demonstrate a public need and benefit. The PPTA proposal included a plan to add high-occupancy toll lanes to 14.5 miles of I-495 and reduce relocation impacts compared to other alternatives in the Draft EIS. The Final EIS was completed in 2006 and FHWA issued a Record of Decision in June 2006 approving the high-occupancy toll lanes. In 2007, the northern terminus of the high-occupancy toll lanes was adjusted from the ALMB to the current terminus south of Old Dominion Drive. These high-occupancy toll lanes, or Express Lanes, were opened to the public in 2012.

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VDOT is now pursuing the remaining portion of the Express Lanes through the I-495 NEXT improvements from the vicinity of Old Dominion Drive overpass to the George Washington Memorial Parkway. The current proposal is intended to reduce congestion, provide additional travel choices including facilitating transit service and ridesharing, and improve travel reliability. The main features of the project include:

- Extending the four I-495 Express Lanes from their current terminus between I-495/Route 267 and the Old Dominion Drive overpass north approximately 1.6 miles to the GWMP interchange;
- Additional general purpose auxiliary lanes between Route 267 and Route 193;
- Improvements to the I-495 interchanges between Route 123 and GWMP;
- Reconstruct the existing I-495 overpasses at Old Dominion Drive and Live Oak Drive; and
- Preparation for expansion of the ALMB by Maryland.

Maryland is pursuing its own system of managed toll lanes that include improvements to the ALMB, I-495, and I-270. The Capital Beltway Accord was signed by Virginia and Maryland in 2019. The Accord included replacing the ALMB and improving congestion on the Capital Beltway. Maryland's managed lane system is being closely coordinated with the I-495 NEXT project to ensure a continuous system of managed lanes through the corridor. Currently, Maryland's managed lane system intends to be operational in 2027; three years after the proposed completion of the I-495 NEXT project. Maryland is currently evaluating four proposals for the implementation of its managed lane system. The coordination of these two projects and their respective timelines remains critical to the I-495 NEXT project.

FHWA and VDOT have prepared the EA for I-495 NEXT pursuant to the National Environmental Policy Act (NEPA) of 1969, and in accordance with FHWA regulations. The purpose of the EA is to analyze the potential social, economic, and environmental effects associated with the proposed improvements. Concurrently, VDOT has also developed draft design plans for review and comment.

The EA and draft design plans were made available February 26, 2020. The comment letters (Attachment A and Attachment B) highlight the issues previously identified by County staff that have not been fully addressed. They also include additional issues relevant to the review of the EA and design plans. These letters are intended to convey County comments on the EA and design plans, not serve as a County endorsement of I-495 NEXT.

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In general, the comments include:

1. Need to coordinate with Maryland to ensure project compatibility with plans for managed toll lanes on the ALMB and further north and that the time between the opening of the VDOT project and Maryland's improvements to the ALMB and I-495 is minimized;
2. Additional considerations relating to stormwater regulations, water quality, water quantity control, and wetland impacts;
3. Address impacts to historic resources and parks;
4. Integrate pedestrian and bicycle facilities;
5. Evaluate further mitigation to arterial intersections; and
6. Reserve a portion of toll revenues to support transit.

In addition, comments from the Fairfax County Park Authority, Department of Public Works and Environmental Services, Department of Planning and Development, Department of Health, Department of Neighborhood and Community Services, and Fairfax County Public School have been included as attachments to the letter.

A virtual public hearing on the EA and draft design plans was held on October 5, 2020, and an in-person, appointment-only public hearing was held on October 8, 2020. After the submission of comments by December 4, 2020, the effort will be following the upcoming key milestones:

Winter/Spring 2021	NEPA Decision and IJR Approval
2021	Final Contract
2021	Final Design/Construction Start
2024	Open to Traffic

FISCAL IMPACT:

There is no fiscal impact resulting from this action.

ENCLOSED DOCUMENTS:

Attachment A: BOS Letter to Approve Staff Comments on I-495 NEXT Environmental Assessment

Attachment B: BOS Letter to Approve Staff Comments on I-495 NEXT Draft Design

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Board Agenda Item
December 1, 2020

Martha Elena Coello, Chief, Special Projects Division, FCDOT
Yuqing Xiong, Senior Transportation Planner, FCDOT
Catherine Torgersen, Department of Public Works and Environmental Services
Joseph Gorney, Department of Planning and Development
Beth Iannetta, Park Authority



COMMONWEALTH OF VIRGINIA
County of Fairfax
 BOARD OF SUPERVISORS

12000 GOVERNMENT CENTER PKWY
 SUITE 530
 FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703/324-2321
 FAX: 703/324-3955
 TTY: 711

chairman@fairfaxcounty.gov

JEFFREY C. MCKAY
 CHAIRMAN

December 1, 2020

The Honorable Shannon Valentine
 Secretary of Transportation
 P.O. Box 1475
 Richmond, Virginia 23218

Reference: Fairfax County Comments on I-495 Express Lanes Northern Extension Project Environmental Assessment

Dear Secretary Valentine:

On December 1, 2020, the Fairfax County Board of Supervisors approved comments regarding the I-495 Express Lanes Northern Extension (I-495 NEXT) Project Environmental Assessment. I-495 NEXT project is important to Fairfax County. The Board continues to support the Commonwealth's efforts to reduce congestion and provide additional travel choices in the Capital Beltway Corridor and to move the most people as efficiently as possible in this region. The project's proximity to Tysons and McLean also signifies that improvements in the Corridor will have lasting effects on accessibility and increased economic opportunity for surrounding communities in Fairfax County. The project provides significantly greater benefit if Maryland completes their system of managed lanes, particularly increasing the capacity of the American Legion Bridge.

Considering the implications of the I-495 NEXT project, it is essential that citizens are well informed of its scope and resulting impacts. As previously communicated, the Board requests that VDOT continue to allow time for the public to provide feedback on the project prior to executing a final contract with the concessionaire.

Fairfax County has been engaged with this project from its inception and appreciates VDOT's efforts to address many of the project issues. The Board looks forward to continued and improved coordination as project design progresses. As part of those efforts, the Board offers the following comments regarding the I-495 NEXT Environmental Assessment released in February 2020. These comments should not be construed as a County endorsement of the I-495 NEXT project.

- 2025 Traffic Operations Prior to Maryland Managed Lanes
 - The Board acknowledges VDOT's effort to analyze the 2025 traffic conditions in the event managed lanes north of the American Legion Memorial Bridge (ALMB) in Maryland are not complete. Based on the measures of effectiveness established in the report, there are impacts to travel time along General Purpose (GP) Lanes on I-495 NB with this Build scenario in both the AM and PM. In addition, there are intersections in the study area that are degraded in both No Build and Build scenarios, which should be evaluated for context-sensitive mitigation measures. Based on the current schedule, I-495 NEXT is expected to be completed prior to Maryland's system of managed lanes. Considering the interim time period between the full operation of both systems, it is critical that VDOT address the temporary impacts of opening prior to Maryland's managed lanes.

- Since the project will be more effective once Maryland improves the American Legion Bridge, the Board recommends that VDOT continue to closely coordinate with Maryland on the two projects to ensure that these transportation improvements are well integrated and beneficial to the region. Recognizing that Maryland has solicited proposals from multiple private partners for their project, including improvements to the American Legion Bridge as a first phase, the Board strongly urges that VDOT make every effort to minimize the time between the opening of I-495 NEXT and the Maryland project.
- Stormwater
 - The Board recognizes the importance of transportation projects to our community. However, it is also critical to minimize the negative water quality impacts that the additional impervious area has on County watersheds. This is critically important in the McLean area adjacent to the I-495 NEXT project, which has experienced significant flooding during recent storms. Based on the current plan, VDOT anticipates about 3,000 linear feet of stream impacts, mostly located along Scotts Run between Lewinsville Road and Old Dominion Drive. Increased imperviousness from the I-495 NEXT project has a significant potential to exacerbate already prevalent stream degradation and flooding issues, particularly at Scotts Run.

For over a year, County staff has worked with VDOT to coordinate the efforts on stormwater management design for this project. As has been discussed in meetings and via the attached letters to Department of Environmental Quality (Attachment 2) and to Office of the Secretary of Natural Resources (Attachment 3), VDOT should pursue on-site restoration of Scotts Run within the project limits and state transportation projects should meet local standards for stormwater management when the local standards are more stringent to the extent possible. Most recent discussions with VDOT indicate the potential to partner with Fairfax County on stream restoration for Scotts Run. Though these discussions are ongoing, such a partnership would be in addition to the project's regulatory requirements and the project's planned purchase of stream impact credits from an approved stream restoration bank.

Along with comments in Attachment 1, the Board requests VDOT consider these requests below prior to advancing the I-495 NEXT project:

- Stormwater Management (SWM) Requirements –The Board requests that this project meet the current County SWM requirements rather than the state grandfathered SWM conditions. As stated in the letter to VDOT on July 17, 2019, and presented in Attachment 3, Fairfax County's criteria is more stringent than VSMP Parts II B and II C of VSMP Regulations, and the Board requests that this project meet these SWM requirements. If meeting our local stormwater management requirements is not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation demonstrating that the technical requirements are not fully feasible.
- Water Quantity Control – The majority of runoff from the new lanes will be piped directly to Scotts Run stream or the Potomac River with no detention, worsening downstream flooding and erosion along Scotts Run. Road flooding impacts both Fairfax County and VDOT infrastructure. The Board is also concerned about tree loss due to stream erosion downstream of I-495. The Board acknowledges that the provision of underground detention may present difficulties with relation to future maintenance and safety. However, the Board requests VDOT pursue underground detention within the

right-of-way to the extent feasible to prevent negative impacts to Scotts Run and downstream areas.

- Stream and Wetland Impacts – Based on the current plan, the project will generate up to 3,000 linear feet of stream impacts and affect 19.8 acres of impacted wetlands. County staff has requested additional consideration for permittee-responsible mitigation along Scotts Run, particularly between Lewinsville Road and Old Dominion Drive. This stream section is mostly within VDOT right-of-way and directly adjacent to the project limits. Discussions with VDOT on this stream restoration are ongoing.
- Water Quality – VDOT’s interpretation of routine maintenance exempts the project’s existing impervious area from the state SWM requirements, so the existing impervious surface will remain largely untreated. Under county stormwater standards, the existing impervious area would also be treated. Additionally, the project will not meet its minimum on-site water quality requirements and will purchase 80 percent of its required nutrient reduction offsite outside of Fairfax County. The Board requests VDOT apply enhanced outfall stabilization practices to meet the project’s water quality requirements on site to the extent possible.
- Resource Protection Area (RPA) Impacts – The Environmental Assessment (EA) cites up to 75.5 acres of temporary and permanent impacts to the RPA. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. Given that the project will not meet minimum water quality requirements, the Board requests that the project meet the RPA replanting requirements detailed in Fairfax County Code Chapter 118 Chesapeake Bay Preservation Ordinance and Public Facilities Manual Chapter 12 (12-0316.4) in the Scotts Run stream valley section between Lewinsville Road and Old Dominion Drive.

While the Board recognizes the constraints faced by linear projects like I-495 NEXT, we also believe that transportation projects, particularly of this magnitude, should strive to minimize negative effects on water quality, local streams, and ultimately the Chesapeake Bay. The cumulative impact from the project’s failure to address each of the bullets above will worsen the already degraded condition of the Scotts Run stream valley. Although there are limited options to manage stormwater within the right-of-way, there are other mitigation opportunities within the Scotts Run watershed. Those additional mitigation opportunities are being discussed with VDOT, and the Board is committed to working with VDOT to help meet the project’s stormwater obligations.

○ Bike/Pedestrian Facilities

- The bicycle and pedestrian facilities are critical to addressing the varied mobility needs of the region. Fairfax County’s Comprehensive Plan recommends a major regional trail along I-495. Such a facility is intended as a link between Maryland and Virginia. The I-495 NEXT project has committed to providing this trail. The provision of this major regional trail is imperative to providing nonmotorized transportation alternatives and reducing single occupancy vehicles in the region. As the Commonwealth coordinates with Maryland on improvements to the ALMB, all

- efforts should be taken to ensure the continuation of this trail into Maryland for pedestrians and bicyclists.
- Tysons is located at the southern end of the I-495 NEXT project. The connection of pedestrian and bicycle facilities as part of this major regional trail and along the secondary streets to Tysons is critical to providing a comprehensive transportation network that meets the needs of this growing community. Currently, this major regional trail ends at Lewinsville Road, north of Tysons. We encourage VDOT to make all efforts to provide a safe and consistent connection from this major regional trail to and within Tysons.
 - The I-495 NEXT project should make all efforts to promote pedestrian and bicycle connections to this major regional trail and along secondary streets throughout the project corridor.
 - VDOT should continue coordination with the surrounding community on the location of the trail.
- Enhanced Transit
- A clear advantage of the managed lanes is that they support more reliable and more efficient bus service in the corridor. The Board acknowledges the I-495 American Legion Bridge Transit and TDM Study led by Maryland Department of Transportation (MDOT)/ Maryland Transit Administration (MTA) and Virginia Department of Rail and Public Transportation (DRPT), which seeks to find multimodal solutions for the corridor. Prior to the completion of this study, it is imperative that additional community outreach occur to ensure that feedback from the community is considered in any final recommendations. In addition to this effort, Fairfax County has included a new bus route over ALMB in its Transit Network Study. Considering the potential for new transit routes via the Express Lanes, VDOT should incorporate the findings and recommendations of the Transit and TDM Study and County's Transit Network Study prior to final action on I-495 NEXT.
 - Due to its location, I-495 NEXT has the potential to serve as a key link in transit accessibility between Maryland and Virginia, including Fairfax County and its economic centers like Tysons. It is Fairfax County's understanding that discussions are still ongoing with the concessionaire regarding the project agreement; however, it is critical that VDOT work with the concessionaire to secure transit capital and operating funds that will promote transit access along the corridor. Dedicated transit funding associated with this project is essential towards reducing single-occupancy vehicle ridership, vehicle miles traveled in the area, and encouraging a sustainable transportation system.
- Elevated Ramps
- Some flyover and interchange ramps along the project have been designed with high elevations to allow for adequate clearances and connections between travel lanes. Alternative concepts to the high elevation ramps should be evaluated and considered for minimizing noise, visual and right-of-way impacts upon nearby residential communities. This is a special concern regarding the ramp from the northbound I-495 Express Lanes to George Washington Parkway and the interchange at Dulles Toll Road and I-495.
 - A separate reassessment of the design and environmental impacts should be completed before construction of any ramps beyond Phase 1 of the Dulles Toll Road and I-495 interchange. The reassessment should also include a significant community engagement effort to ensure the community is well informed of any impacts and has an opportunity to provide input on the design.
 - VDOT should consider an additional sensitivity analysis that more clearly addresses the timing and need for the future phases of the Dulles Toll Road and I-495 interchange in relation to the traffic scenarios presented.

- Failing Conditions at Studied Intersections

- The Board acknowledges travel time along the Capital Beltway corridor, as shown in the traffic analysis, is generally improved by I-495 NEXT in both 2025 and 2045 once Maryland completes their managed lane system. However, there are adjacent intersections that operate poorly in both the 2025 and 2045 analysis compared to the No-Build scenario. VDOT should further analyze the traffic operations at these impacted intersections and evaluate the potential for context-sensitive mitigation measures. Funding should be provided from the I-495 NEXT project or VDOT to address any necessary improvements on these impacted intersections.

- Implementation Issues

- VDOT has made extensive efforts to coordinate with County staff on project designs, pedestrian/bicycle facilities, and stormwater, among other aspects of the project. These efforts are expected to provide substantial opportunity for input and consideration for the implementation of the I-495 NEXT project. The Board emphasizes that these efforts should continue and the following considerations be included:
 - Ensuring that sound walls are replaced rapidly after the existing wall is removed,
 - Minimizing park impacts,
 - Developing an aggressive maintenance of traffic plan for roadway and pedestrian/bicyclist accessibility,
 - Ensuring sufficient time to coordinate traffic and design changes with County staff and Supervisors' offices, as well as the impacted communities,
 - Minimizing night construction in areas adjacent to residential neighborhoods,
 - Maintaining proper erosion, siltation and stormwater management equipment and facilities during construction,
 - Developing an effective landscaping and tree replacement plan,
 - Minimizing disruption during construction,
 - Minimizing construction that impacts bus services especially at peak times, and
 - Including proper temporary roadway striping capable of maintaining visibility at night and in inclement weather.

- Environmental Issues

- As indicated in the Department of Planning and Development's (DPD) letter to the Department of Environmental Quality, to address the environmental objectives of the Comprehensive Plan and avoid undue impacts to community resources, the project should consider the following recommendations:
 - Avoidance or minimization of impacts to properties that are located on the National Register of Historic Places, including the George Washington Memorial Parkway and Georgetown Pike.
 - Avoidance or minimization of impacts to the two properties on the Fairfax County Inventory of Historic Sites (Beaufort Park and Shiloh Baptist Church).
 - Assessment, minimization, avoidance, and mitigation of the direct and indirect impacts to the three properties identified in the Virginia Outdoors Plan (George Washington Memorial Parkway, Scotts Run Nature Preserve, and the 4.6-acre private property near Langley Club).

- Optimization of road alignments and designs to prevent or otherwise minimize encroachment in Resource Protection Areas (RPAs) and adverse effects on water quality.
- Assessment of the impacts to Dead Run, Scotts Run, and Turkey Run and the downstream impacts to the Potomac River.
- Perform ecological resource surveys for the Scotts Run Nature Preserve and the George Washington Memorial Parkway stream corridors.
- Assess the environmental services and the economic, social, and health benefits of the urban forest that would be lost due to the clearing associated with this project, as well as compensation for these impacts.
- Reforest all disturbed areas with commitments to compensation, soil rebuilding, and the restoration of native plant communities.
- Integrate of invasives control throughout the project area. Most recent discussions with VDOT have indicated that the I-495 NEXT project is considering a funding contribution towards invasive species management to be used along the corridor.
- Clarify the current status of and expectations regarding noise mitigation, to include potential barrier locations and design details. It is acknowledged that VDOT has recently proposed to add soundwall along the gap at Live Oak Drive, but the Board remains concerned about the soundwalls along George Washington Memorial Parkway. The Board requests that VDOT continue coordination with the National Park Service to address any concerns associated with the installation of soundwalls along the George Washington Memorial Parkway. Furthermore, the Board requests that VDOT conform to the previous commitments on soundwall installation as detailed in the March 2009 letter from Secretary Homer.

More detailed comments from DPD (Attachment 4 and Attachment 5) regarding some of these issues can also be found at the end of this letter.

○ Park Impacts

○ Cultural Resources:

- Any areas with ground disturbance throughout the project corridor that are not previously surveyed should undergo a Phase I archaeological survey. If sites are found that are potentially significant to the history of Fairfax County, or potentially eligible for inclusion onto the National Register of Historic Places, they should undergo Phase II archaeological testing. If sites are found significant or eligible, avoidance or Phase III data recovery is recommended.
- Park Authority staff has conducted archival cultural resources review. The Environmental Assessment report made no mention of the site, 44FX2430, specifically. The report only mentioned that any sites within their area of impact contained no sites that were eligible, or potentially eligible for inclusion onto the National Register of Historic Places (NRHP), but did not evaluate the Virginia Department of Historic Resources (VDHR) status of 44FX2430. If the site will be impacted, a Phase II study is necessary to determine county significance or eligibility for NRHP status. If found significant or eligible, avoidance, or Phase III data recovery is recommended as mitigation.

- Natural Resources

- All development on Park Authority property must comply with its Policy 201, Natural Resources, and agency-wide Natural Resource Management Plan (NRMP). Of note is Section 7 of the NRMP:

Avoid adverse impacts to natural areas, mitigate unavoidable impacts from construction and maintenance projects and require restoration and rehabilitation of impacted natural resources.

- i. Minimize impacts to forests, meadows and other natural areas from human use.
- ii. Protect significant natural communities and species.
- iii. Require restoration of impacted natural resources when use of parkland causes damage to them.

If impacts cannot be avoided, the Board requests a design that minimizes impacts and a mitigation plan for any losses, which should be coordinated with the Park Authority. This mitigation plan will need to clarify the extent of construction that will occur on Park Authority property, as well as the impacts to natural resources.

- The Park Authority recommends the rehabilitation for any temporary impacts to natural resources to Park Authority standards and mitigate/compensate for permanent impacts to natural resources on Park Authority managed lands. This requirement applies to any natural resource impact (terrestrial or aquatic) that is not regulated under the jurisdiction of any federal or state agency.
- Due to the proximity to parkland, the Board requests the use of only common native species, including perennials and seed mixes, on this project since non-native species either do not fare as well as natives or are invasive, negatively impacting the environmental health of Park Authority property. The Park Authority requests that VDOT use common plant species generally native to Fairfax County, including trees, perennials, and seed mixes, to provide the greatest ecosystem benefit.

- Environmental Justice

- The EA identified one census block group with over 50% minority population. As the project proceeds, efforts should be undertaken to ensure sufficient outreach for this community as this project progresses.
- Fairfax County encourages the use of 30% or 50% of Area Median Income to more accurately accounting for economically vulnerable households given the high median income of the County.

Additional County comments can be found in the attachments to this letter. Fairfax County appreciates the work that has been undertaken to date in this project and the opportunity to provide comments. We also look forward to working closely with the Commonwealth and developing a mutually beneficial project to County residents and the region.

If you have any questions or need additional information, please contact Martha Coello of the Department of Transportation at Martha.Coello@fairfaxcounty.gov or 703-877-5682.

Sincerely,

The Honorable Shannon Valentine
December 1, 2020
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Jeffery McKay
Chairman

Enclosure:

- Attachment 1: Combined List of Comments from Fairfax County staff on I-495 NEXT EA
- Attachment 2: DPWES Letter to DEQ on I-495 NEXT Water Quality on June 30, 2020
- Attachment 3: DPWES Letter to Natural Resources on State Transportation Project SWM Concerns August 14, 2020 and BOS Letter to VDOT on SWM Requirements July 17, 2019
- Attachment 4: DPD Letters to Comment on I-495 NEXT EA
- Attachment 5: DPD Letter to DEQ on I-495 & I-270 Managed Lanes Study Draft EIS August 31, 2020

cc: Members, Fairfax County Board of Supervisors

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Helen Cuervo, District Administrator, VDOT, Northern Virginia
Susan Shaw, Megaprojects Director, VDOT
Barbara Byron, Director, Department of Planning and Development
Randy Bartlett, Director, Department of Public Works and Environmental Services
Kirk Kincannon, Director, Fairfax County Park Authority

Attachment 1: Fairfax County Staff Comments on I-495 NEXT Environmental Assessment Reports

DPWES Stormwater

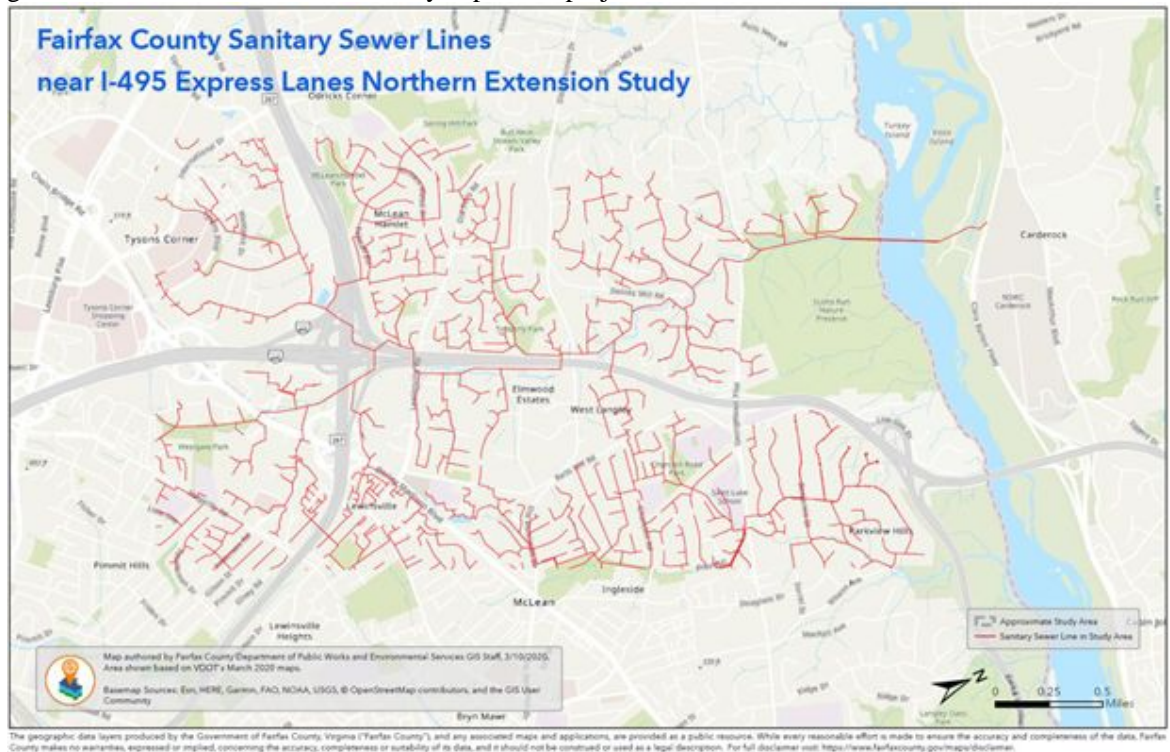
- **SWM Requirements**- The current plan fails to follow the county's request to meet local stormwater management (SWM) requirements. The project will meet state VSMP regulations as detailed in VDOT IIM-LD-195-12. Additionally, it is the county's understanding that the project will meet the old grandfathered SWM conditions rather than current requirements.
- **Water Quality**- The project will not meet its on-site water quality requirements. VDOT will ask for an exception from DEQ to meet up to 80% of their phosphorus reduction off site in a nutrient bank outside of Fairfax County. DPWES Stormwater urges VDOT to explore using enhanced outfall stabilization practices to provide water quality improvements on site. At the August 21, 2020, meeting with VDOT, Virginia Department of Environmental Quality (DEQ), FCDOT, and DPWES staff, VDOT said that the project will incorporate several outfall enhancements into the SWM plan.
- **Water Quantity Control**- Existing 495 lanes largely lack SWM. VDOT's interpretation of routine maintenance exempts the project's existing impervious area from the state SWM requirements, so the existing impervious surface will remain largely uncontrolled. The majority of runoff from the new lanes will be piped directly to Scotts Run stream or the Potomac River with no detention, worsening downstream flooding and erosion along Scotts Run. Road flooding impacts both Fairfax County and VDOT infrastructure. Georgetown Pike at Scotts Run Nature Preserve has a history of flooding, most recently in the July 8, 2019, storm. Following the July 8 storm, VDOT replaced roadway and a bridge where Swinks Mill Road crosses Scotts Run. The county is looking at purchasing a repetitive loss property on Swinks Mill Road with FEMA funds. There are also numerous complaints regarding tree loss due to stream erosion downstream of 495. DPWES Stormwater encourages VDOT to pursue underground detention within the ROW to the extent feasible.
- **Stream and Wetland Impacts**- Based on the current plan, the project will generate about 3,000 linear feet of stream impacts. According to the EA, the plan will also impact 19.8 acres of wetlands. DPWES Stormwater requests VDOT's design/build team complete permittee-responsible mitigation along Scotts Run, particularly between Lewinsville Road and Old Dominion Drive. This stream section is mostly within VDOT right-of-way and directly adjacent to the project limits. Most recent discussions with VDOT indicate the potential to partner with Fairfax County on stream restoration for Scotts Run.
- **Resource Protection Area (RPA) Impacts**- The EA cites up to 75.5 acres of temporary and permanent impacts to the RPA. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. The project will not meet its on-site water quality requirements and require an exemption from DEQ. Given that the project may not meet minimum water quality requirements, DPWES Stormwater requests that the project meet the RPA replanting requirements detailed in Fairfax County Code Chapter 118 Chesapeake Bay Preservation Ordinance and Public Facilities Manual Chapter 12 (12-0316.4) in the Scotts Run stream valley section between Lewinsville Road and Old Dominion Drive. The potential partnership between VDOT and Fairfax County on the stream restoration referenced in the bullet above would include RPA replanting.
- **Revegetation**- When restoring disturbed areas within the 495 project area, DPWES Stormwater requests that VDOT develop and implement a Non-Native Invasive Management Plan (NNIMP),

encourages VDOT to restore areas within Waters of the United States corridors with a mix of plants, shrubs, and trees including native plant seed, live stakes, and nursery stock and provide monitoring, invasives treatment, and replanting of restoration areas for a period of two years after construction is complete and restoration vegetation is installed. The potential partnership between VDOT and Fairfax County on the stream restoration referenced in the bullet above would include these revegetation practices.

- While DPWES Stormwater recognizes the constraints faced by linear projects like the 495 Express Lanes Northern Extension, we also feel that transportation projects, particularly of this magnitude, should strive to minimize impacts to water quality and our local streams.

DPWES Wastewater

- Please find a map of Fairfax County wastewater infrastructure both crossing and within the general area of the 495 NEXT Beltway expansion project below



- As the project details become more refined, Fairfax County Wastewater Planning and Monitoring Division (WPMD) will need to be given the opportunity (at an early stage) to review the project design plans for potential impacts on wastewater infrastructure (i.e. relocated storm sewer within close proximity (vertical or horizontal) to wastewater infrastructure, significant cut or fill required for road grading that impacts the depth of the existing wastewater pipes, storm water ponds on top of existing wastewater easements, heavy construction equipment on top of shallow existing sewers, etc.).

Fairfax County Public Schools

- The only concerns are if sections of Old Dominion or Lewinsville roads area going to be closed during construction. Both of these roads have house stops along them and are routes used by the majority of buses that service the Langley/McLean and Great Falls areas. Also construction/ lane closures at the 495 on and off ramps to Georgetown Pike and the backup this will cause during afternoon rush hour. An area that is already going to have backups due to Cooper Middle being under construction.

Health Department

- **Socioeconomic and Land Use Technical Report**

- *Measuring economic disparity*

Table 5-6, p. 19 – “None of the block groups within the Demographic Study Area have a median household income lower than the HHS poverty guideline for the average household size. Therefore, there are no low-income populations in the study area.”

Explanation: The Health Department disagrees with the analysis above, as written, and encourage a more nuanced analysis of economic disparities. Given the high median income of the county, and this part of the county in particular, it is unreasonable to use a nationally derived poverty line as a means by which to measure low income. While it is true there are relatively small numbers of lower income people in this part of the county, using a measure such as 30% or 50% of AMI as a cutoff for low income would be a better approach to counting true economic vulnerability for households in the impacted area.

- *Measuring racial disparity*

There is a minor discrepancy how census tracts are listed. In Table 5-5 on p.17, the census tract with the highest percent of minority population is noted as 4712.02, BG 2, while in subsequent paragraphs in section 5.2.3, it is listed as 4710.02, BG 2.

- *Commute mode – Travel to Work*

The Health Department questions the baseline assumption that because most people commute by car today (Table 6-4, p.23), there is a need to provide more lanes for cars as a means of improving mobility. This assumption is the foundation of analysis in most sections of the entire environmental report, in which the option of No Building versus Build are presented as the only options. A more complete picture of mobility choice would include a comparison of the Build and No Build options to a high speed, high occupancy transit option, which would likely have more environmental benefits over the long term. Such a comparison would also allow for a better analysis of which option best met the “Purpose and Need” of the study, as outlined in section 1-4, p.2:

- Reduce congestion;
- Provide additional travel choices; and
- Improve travel reliability.

The Health Department encourages VDOT to further examine opportunities for regional transit in this corridor.

- **Air Quality Technical Report**

The Health Department encourages tree planting in all available and feasible areas inside the LOD to promote air quality, noise abatement, and screening. If trees are not viable, we encourage

shrubs or other vegetation, as long as they do not present safety hazards, especially for cyclists and pedestrians who are more vulnerable on the roadway.

Given the extended construction period for a project of this nature, the Health Department wishes to emphasize the mitigation strategies for the construction period, proposed by VDEQ, as noted on p.10: *For Fairfax county, VDEQ comments relating to mitigation are*⁷ *“...all reasonable precautions should be taken to limit the emissions of VOC and NOx. In addition, the following VDEQ air pollution regulations must be adhered to during the construction of this project: 9 VAC 5-130, Open Burning restrictions*⁸; *9 VAC 5-45, Article 7, Cutback Asphalt restrictions*⁹; *and 9 VAC 5-50, Article 1, Fugitive Dust precautions*¹⁰.”

Specifically, the use of low emission construction vehicles, dust control, and limiting construction activity on high pollution days (“Code Orange” or “Code Red” days) will promote better air quality. Without such considerations, the health of constructions workers and nearby residents/workers/visitors could be negatively impacted. Construction workers are also particularly vulnerable to immediate exposure of fumes from hot asphalt and other construction materials which can be harmful to respiratory health.

- **Noise Technical Report**

The Noise Technical Report provides a lot of detail that is not easily understood. The Health Department encourages FCDOT to carefully review the results, particularly those laid out in Table 7-2, p.54, to fully understand the reasoning and impacts of the recommendations therein.

- **Indirect and Cumulative Effects Technical Report**

The Health Department questions the logic of this summary, from p.47. *“Local roadways that parallel the improved I-495 study area could see traffic volume reductions, as drivers divert from existing surface streets to the improved corridor where they would find better travel conditions. This would result in an indirect benefit to communities from the proposed project.”* There is great potential that local roads will continue to experience high traffic due to people avoiding the cost of express lanes as well as traffic in the general travel lanes.

- **Bicycle and Pedestrian Facilities**

The Health Department applauds the design and future construction of additional shared use facilities for pedestrians and cyclists. Where new facilities run parallel to 495, it is imperative that shared use paths be located outside the noise walls. This placement has multiple direct health benefits, including:

- Reduced exposure to vehicle emissions (respiratory and cardiovascular health)
- Reduced exposure to noise (aural and mental health)
- Reduced risk of direct conflict with moving **vehicles** on the highway or flying objects (physical safety and eye health)
- Increased likelihood of facility use by pedestrians and cyclists (cardiovascular and mental health)
- Easier access to the area and regional bicycle network (cardiovascular and mental health)

Department of Neighborhood and Community Services

- What did outreach and engagement entail particularly in the CT identified as having a high minority population?
- Were materials available in various languages?

- Were any special considerations or actions taken to engage seniors? Members from the Disability community?
- How was environmental justice determined? The summary just indicates no disproportionately high and adverse effect on minority or low-income populations. More information about the methodology and results used to generate this conclusion would be helpful.
- The summary indicates potential impact on three bat species, wood turtles, and local stream and wood plains. Does this project present an acceptable level of risk and how is that standard established?

Department of Transportation

- On Page 7-56, text discusses that operations degrade at Spring Hill/Lewinsville during AM Peak from LOS E in 2045 No Build to LOS F In 2045 Build. This intersection has been looked at by FCDOT/BOS in the recent past, and mitigation of the project impacts may need to be reviewed.
- Fairfax County staff has suggested a grade-separated crossing of Lewinsville Rd in addition to the at-grade connection on the north side of Lewinsville Rd. VDOT responded that the grade separation would provide a connection to a trail system outside the scope of this project and would require a separate feasibility study but will consider to include at-grade crosswalk across Lewinsville Rd to connect the existing shared-use path on the south side. Fairfax County staff previously suggested and continues to recommend routing the proposed SUP under the bridge and connect to the existing path south of the bridge along Lewinsville Rd.
- Shared-use path should be added on the south side of Georgetown Pike from Balls Hill Rd to just east of Dead Run Dr.
- It is important to the trail system on Virginia side to include the segment in this project on the east side of I-495 cross the on ramp to George Washington Parkway with or without the managed lane project on Maryland side.
- We have concerns regarding interim road conditions during construction, particularly maintenance of striping and visible lane markings at nighttime as well as the condition of the pavement once lane markings have been eradicated. Acknowledging that VDOT is still in discussions with the concessionaire, we request that more visible lane markings be installed and that pavement area be milled and overlaid as traffic shifts occur to facilitate construction. Considering the condition of the striping and pavement during the Transform 66 project construction, additional measures by VDOT and the concessionaire should be pursued to ensure that all markings are visible pavement conditions acceptable during all weather scenarios and, particularly, at nighttime.
- The County has presented VDOT with alternative designs for the Tysons East Dulles Connector. Plans for the 495 Express lanes should not preclude the future construction of the Connector.
- There are concerns with transitions at north end of this project and the lack of provisions for continuing northbound into Maryland.
- Page 2-4 of the EA shows the proposed typical section. A gap is shown between the General Purpose Lanes' shoulder and the sound wall. Is that gap to indicate another feature of the roadway or an error in the rendered section?
- The EA indicates that access from the I495 southbound express lanes to eastbound Route 267 is facilitated by a C-D road that also provides access to Route 123. It is unclear if the impact of additional Express Lanes traffic on the C-D road has been examined to ensure no degradation in operations.
- Multiple intersections operate under failing conditions in both 2025 and 2045 analysis, particularly those that have deteriorated further to LOS E/F compared to the No-Build scenario.

Intersection (Before MD in place)		2025 NO BUILD		2025 BUILD	
	AM/PM PEAK	Intersection Delay (s/veh)	LOS	Intersection Delay (s/veh)	LOS
Lewinsville Road and Balls Hill Road	AM	43.2	D	60.6	E
Spring Hill Road and Dulles Toll Road Eastbound Ramps	AM	163.1	F	179.4	F
Spring Hill Road and Dulles Toll Road Eastbound Ramps	AM	49.5	D	72.8	E
Route 193 and I-495 Northbound Ramps	AM	72.5	E	88.1	F
International Drive and Spring Hill Road/ Jones Branch Drive	PM	73.9	E	94.1	F

Intersection (with MD in place)		2025 NO BUILD		2025 BUILD	
	AM/PM PEAK	Intersection Delay (s/veh)	LOS	Intersection Delay (s/veh)	LOS
Route 123 and Capital One Tower Drive/ Old Meadow Road	AM	77.9	E	83	F
Route 123 and Lewinsville Road/ Great Falls Street	AM	136.3	F	155	F
Spring Hill Road and Dulles Toll Road Westbound Ramps	AM	31.9	C	77.1	E
International Drive and Spring Hill Road/ Jones Branch Drive	PM	89	F	99.8	F
Route 193 and Dead Run Drive	PM	58.6	F	71.5	F

Intersection (with MD in place)		2045 NO BUILD		2045 BUILD	
	AM/PM PEAK	Intersection Delay (s/veh)	LOS	Intersection Delay (s/veh)	LOS
Route 123 and Scotts Crossing Boulevard/ Colshire Drive	AM	55.4	E	71.3	E
Route 123 and Lewinsville Road/ Great Falls Street	AM	211	F	234.3	F
Spring Hill Road and Dulles Toll Road Eastbound Ramps	AM	123	F	217.9	F
Spring Hill Road and Dulles Toll Road Westbound Ramps	AM	26.2	C	85.7	F
Spring Hill Road and Lewinsville Road	AM	57.2	E	138.7	F
Route 123 and Lewinsville Road/ Great Falls Street	PM	230.1	F	260.2	F
Lewinsville Road and Balls Hill Road	PM	168.7	F	212.1	F
Jones Branch Drive and Jones Branch Connector	PM	76.6	E	143.9	F

VDOT should further analyze the traffic operations at these impacted intersections and investigate the mitigations to improve the level of service of these intersections.

Fairfax County Park Authority

Here is a summary of FCPA comments that can be found in the various correspondence for Section 4(f) de Minimis Impact, Section (6) for LWCF land, Environmental Assessment, and PH design plans

- Acquisition of Parkland:
 - The United States Department of the Interior (USDOI), Bureau of Outdoor Recreation, approved Project Proposal 51-00053, dated August 17, 1970, for the acquisition of approximately 336 acres of land that was identified as the Burling Tract, with the Land and Water Conservation Fund (LWCF). The Burling Tract was purchased by the Fairfax County Board of Supervisors (BOS), the deed was recorded in Deed Book 3343 at Page 532 on September 4, 1970. The BOS transferred the land to FCPA as recorded in Deed Book 12327 at Page 2170 on October 29, 2001. The Burling Tract includes what is now FCPA Scotts Run Nature Preserve, Tax Map #21-1((1))3, which will be impacted by the VDOT Project. VDOT's Project impacts will likely require a LWCF land conversion process and subject to approval by National Park Service.
- Cultural Resources
 - Park Authority staff recommends any areas with ground disturbance throughout the project corridor that are not previously surveyed, undergo Phase I archaeological survey. If sites are found that are potentially significant to the history of Fairfax County, or potentially eligible for inclusion onto the National Register of Historic Places they should undergo Phase II archaeological testing. If sites are found significant or eligible, avoidance or Phase III data recovery is recommended.
 - Park Authority staff has conducted archival cultural resources review for the above referenced project. The Environmental Assessment report made no mention of the site, 44FX2430, specifically. The report only mentioned that any sites within their area of impact contained no sites that were eligible, or potentially eligible for inclusion onto the National Register of Historic Places. However, after re-checking the current Virginia Department of Historic Resources (VDHR) status of 44FX2430, the site has NOT been evaluated. Therefore, it is recommended that if the site will be impacted, a Phase II study is necessary in order to determine county significance or eligibility for National Register of Historic Places (NRHP) status. If found significant or eligible, avoidance, or Phase III data recovery is recommended as mitigation.
- Natural Resources

All development on Park Authority property must comply with its Policy 201, Natural Resources, and agency-wide Natural Resource Management Plan (NRMP). Of note is Section 7 of the NRMP:

 - Avoid adverse impacts to natural areas, mitigate unavoidable impacts from construction and maintenance projects and require restoration and rehabilitation of impacted natural resources.
 - i. Minimize impacts to forests, meadows and other natural areas from human use.
 - ii. Protect significant natural communities and species.
 - iii. Require restoration of impacted natural resources when use of parkland causes damage to them.

If impacts cannot be avoided, staff requests a design that minimizes impacts and a mitigation plan for any losses, which should be coordinated with the Park Authority. This mitigation plan will need to clarify the extent of construction that will occur on Park Authority property as well as the impacts to natural resources.

- Scotts Run Nature Preserve will experience direct impacts of lost parkland, vegetation, habitat and increased storm water discharge, invasive species as well as wildlife impacts. The ecological community impacted by this effort has been classified as Mesic Mixed Hardwood Forest. The area that would be most impacted by this project scored an 11.5 out of 16 in the Non-Native Assessment and Prioritization survey. This categorization makes the area a high priority for active management. It has been treated for invasive plants for several years to maintain ecological integrity.
- Park Authority recommends the rehabilitation for any temporary impacts to natural resources to Park Authority standards and mitigate/compensate for permanent impacts to natural resources on Park Authority managed lands. This requirement shall apply to any natural resource impact (terrestrial or aquatic) that is not regulated under the jurisdiction of any federal or state agency.
- The Park Authority defines permanent impact as any habitat type conversion, for example, forest to grassland, and temporary impact as replacement of the same habitat type or better, for example, grassland to grassland.
- Mitigation/compensation for permanent impacts shall be determined using the Fairfax County Land Development Services 2020 Unit Price Schedule to determine a replacement cost. Forest, woodland, and shrubland habitat types shall be mitigated/compensated for at \$61,049 an acre, and grassland shall be mitigated/compensated for at \$14,520 an acre. Total impacts and mitigation/compensation costs shall be determined upon completion of the site design.
- Due to the proximity to parkland, staff requests the use of only common native species including perennials and seed mixes on this project since non-native species either do not fare as well as natives or are invasive, negatively impacting the environmental health of Park Authority property. The Park Authority requests that the applicant utilize common plant species generally native to Fairfax County, including trees, perennials, and seed mixes, to provide the greatest ecosystem benefit.
- The Park Authority requests the results of any endangered species surveys conducted in preparation to or as part of this project.
- Park Authority recommends stabilization of areas within the construction footprint within Scott's Run Nature Preserve using a native seed mix as specified by the FCPA. Once construction is complete, FCPA will rehabilitate these areas to the habitat type. VDOT will compensate FCPA to design, install and maintain these rehabilitated areas for up to three (3) years.
- Any impacts that extend beyond the Limits of Disturbance (LOD), including root and branch pruning, must follow Policy 201 for Natural Resources or be mitigated/compensated for.
- The FCPA requests the results of any endangered species surveys conducted in preparation to or as part of this project.
- Staff has reviewed the Environmental Assessment and has several recommended edits and/or corrections that pertain to description of parkland, habitat classification, migratory bird, bat, and forest dwelling species impacts, and the inclusion of the Potomac Heritage National Scenic Trail within the project limits.

Attachment 2



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

June 30, 2020

Ms. Erin Belt, Mr. Robert Cooper, Ms. Hannah Zegler
Office of Stormwater Management
Department of Environmental Quality
P.O. Box 1105
Richmond, Virginia 23218

Reference: I-495 Express Lanes Northern Extension (495 NEXT) Water Quality

Dear Ms. Belt, Mr. Cooper, and Ms. Zegler:

Per the attached May 26, 2020, meeting minutes titled, Project Next – DEQ/VDOT IIM-LD-251.5, Virginia Department of Transportation (VDOT) staff requested Fairfax County confirm the following in writing:

- The [495 NEXT] project is not in "*contravention of local water quality-based limitations*" as described in 9VAC25-870-69, Section C.2.
- Fairfax County is aware of the project's request to DEQ for a "20% onsite facilities / 80% nutrient credit" ratio to address the total phosphorus reduction requirements (approximately 42 pounds per year of nutrient credits).

The Department of Environmental Quality's (DEQ) 2018, 305(b)/303(d) *Water Quality Assessment Integrated Report* lists Scotts Run as a Category 3C stream segment. The report defines Category 3C as, "data collected by a citizen monitoring or another organization indicating water quality problems may exist but the methodology and/or data quality has not been approved for a determination of support of designated use(s). These waters are considered as having insufficient data with observed effects. Such waters will be prioritized by DEQ for follow-up monitoring."

While Fairfax County confirms that the project is not in a watershed with local water quality-based limitations, the county is concerned that VDOT intends to meet 80% of the project's water quality requirements with offsite nutrient credits. Scotts Run is an urban stream with poor water quality and degraded riparian and aquatic habitats. The 2001 Fairfax County Stream Protection

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Strategy Baseline Study gave Scotts Run a “very poor” composite site condition rating based on parameters that included biotic integrity, stream physical assessment, fish taxa, and percent imperviousness. Fairfax County’s 2002 Stream Physical Assessment characterized the existing habitat quality as only “fair” with inadequate buffers.

Fairfax County requests VDOT utilize enhanced outfall stabilization practices to meet the project’s water quality requirements on site. The Chesapeake Bay Program stream restoration group recently released a memo entitled, “Recommendations for Crediting Outfall and Gully Stabilization Projects in the Chesapeake Bay Watershed.” The Department of Public Works and Environmental Services (DPWES) encourages the project team to consider the use of this memo to justify water quality credit for outfall enhancements that go beyond the VDOT standard riprap protection. These outfall enhancements could address water quality within the project limits and help protect Scotts Run from further degradation.

In addition to the direct water quality impacts, the project’s Environmental Assessment cites up to 75.5 acres of temporary and permanent impacts to the Resource Protection Area (RPA) resulting in the removal of riparian buffer that benefits water quality by infiltrating runoff and filtering out pollutants. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. Given that VDOT will not meet minimum water quality requirements on site, DPWES requests that the project meet the RPA replanting requirements detailed in Fairfax County Code, Chapter 118 (Chesapeake Bay Preservation Ordinance) and Public Facilities Manual Chapter 12 (12-0316.4). RPA reestablishment as proposed in the county code will protect water quality, filter pollutants out of the stormwater runoff, reduce stormwater volume, prevent erosion, and provide important ecological habitat.


Fairfax County continues to request that VDOT meet local stormwater management (SWM) requirements consistent with the July 2019, letter Fairfax County sent to the Virginia Secretary of Transportation requesting that VDOT projects meet local SWM requirements (see Attachment 2). The 495 NEXT project will meet state Virginia Stormwater Management Program (VSMP) regulations as detailed in VDOT IIM-LD-195.12. As stated in the attachment, the county believes some Fairfax County Stormwater Management Ordinance criteria is more stringent than Parts II B and II C of the VSMP Regulations and requested that VDOT projects meet the county’s local SWM regulations.

Fairfax County previously sent a letter to DEQ regarding the 495 NEXT project’s stream impacts (see Attachment 3). The county continues to request that the project’s stream and wetland impacts be minimized and avoided where feasible and that temporary stream impacts be restored onsite using natural channel design practices to reduce the need for mitigation. The county also requests that VDOT follow permittee responsible mitigation using the watershed approach as the preferred method of stream mitigation.

Ms. Erin Belt, Mr. Robert Cooper, Ms. Hannah Zegler
495 NEXT Water Quality
Page 3 of 3

While Fairfax County recognizes the constraints faced by linear projects like 495 NEXT, we also believe that transportation projects, particularly of this magnitude, should strive to minimize impacts to water quality and local streams. We respectfully request responses to these letters on the 495 NEXT project's use of off-site nutrient credits and stream impacts to meet their state stormwater and stream mitigation requirements.

Sincerely,


For Randolph W. Bartlett
Randolph W. Bartlett, PE
Director

Enclosure: Attachment 1: Project Next – DEQ/VDOT IIM-LD-251.5 Meeting Minutes
Attachment 2: Fairfax County Request for VDOT Projects to Meet Local SWM Requirements
Attachment 3: 495 NEXT Project Stream Impacts Letter to DEQ

cc: Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Craig Carinci, Director, Department of Public Works and Environmental Services (DPWES), Stormwater Planning Division (SWPD)
Matthew Meyers, Branch Chief, DPWES, SWPD
Martha Coello, Division Chief, FCDOT
Yuqing Xiong, Senior Transportation Planner, FCDOT
Abraham Lerner, Associate Manager, Virginia Department of Transportation

Meeting	Project Next – DEQ/VDOT IIM-LD-251.5	Date	May 26, 2020
Location	Teleconference – Google Meets meet.google.com/zah-bmkf-bxz Dial-In Number: 251-262-9697 Conference Code: 427306053	Time	2:00pm – 3:00pm
	Invitees: DEQ: Erin Belt, Robert Cooper, Hannah Zegler VDOT: John Olenik, Pawan Sarang HDR: Brian Meli		
Item	Subject: Project NEXT – DEQ/VDOT discussion on IIM-LD-251.5 memo		
1.0	Introduction		
2.0	Comments from DEQ via 2020-05-06 email from VDOT (Pawan Sarang) <ul style="list-style-type: none"> a. DEQ Comment #1 - Review the simple method computations, Chapter 11.4.4 of the 2013 DEQ Blue Book, ensuring the correct values are entered into the spreadsheet and re-verify the total load reductions lb./yr. of P needed to purchase. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that Equation 5-14 would apply to this Part IIC project. The "[0.05 + (0.009 x I)]" portion is related to the Part IIC, Performance-based calculation worksheets from the 1999 Virginia SWM Handbook. This confirmation will result in no changes to the Project NEXT computations. b. DEQ Comment #2 - Ensure the IIC and IIB criteria are not mixed or matched in the computations. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that Table 5-14 would apply to this Part IIC project. The removal efficiency of Bioretention will be 50% for the project, as listed on the table. - DEQ (Robert Cooper) confirmed that the project should use the Part IIC, 1999 Virginia SWM Handbook to design the facilities. - HDR (Brian Meli) presented the Worksheet #1 and #2 approach which utilizes an I(watershed) value of 16%. DEQ confirmed that this approach is sound and matches the worksheet methodology. c. DEQ Comment #3 - Include language from the law 62.1-44, 15:35 entered into the memo to document compliance with the law. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that the comment has been addressed in the May 12th, 2020 memorandum update. The Code of Virginia reference (62.1-44.15:35.D.3) was added to the memorandum at the top of page 2. 		
3.0	Additional comments from DEQ <ul style="list-style-type: none"> a. Per DEQ (Erin Belt), two (2) items are needed for DEQ to complete their review: 		

	<ul style="list-style-type: none"> • A letter of availability from the nutrient credit bank. • Fairfax County to confirm, in writing: <ul style="list-style-type: none"> i. That the project is not in "contravention of local water quality-based limitations" as described in 9VAC25-870-69, Section C.2. ii. That per an April 27, 2020 email from Abi Lerner to Yuqing Xiong, Fairfax County is aware of the project's request to DEQ for a "20% onsite facilities / 80% nutrient credit" ratio to address the Total Phosphorus reduction requirements. This request equates to approximately 42 lbs/yr of nutrient credits. <ul style="list-style-type: none"> - Action Item: VDOT (John Olenik) to coordinate with the nutrient credit bank regarding the letter of availability. - Action Item: HDR (Brian Meli) to send an email to VDOT (Pawan Sarang) requesting written confirmation from Fairfax County regarding the above items. - Action Item: VDOT (Pawan Sarang) to forward the request to VDOT PM (Abi Lerner). - Action Item: VDOT PM (Abi Lerner) to forward the request to Fairfax County (Yuqing Xiong). <p>b. Per DEQ (Hannah Zegler), when will LD-453 be filled out?</p> <ul style="list-style-type: none"> - VDOT (Pawan Sarang) confirmed that LD-453 will be filled out by the Design/Builder, later in the process.
4.0	Next Steps <ul style="list-style-type: none"> - See the above action items



SHARON BULOVA
CHAIRMAN

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County of Fairfax
BOARD OF SUPERVISORS

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chairman@fairfaxcounty.gov

JUL 17 2019
Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

Dear Secretary Valentine:

Fairfax County recognizes the critical importance of transportation projects to our community and continues to support the Commonwealth's efforts to advance multi-modal mobility in the region to improve our quality of life. We also know that transportation projects add significant impervious area to the Chesapeake Bay's and Fairfax County's watersheds and have significant negative impacts on water quality. Fairfax County would like to partner with the Virginia Department of Transportation (VDOT) to develop solutions to the stormwater management issues associated with transportation projects.

We reviewed VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.10 regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum (starting on sheet 6) notes that, *"When requested by a locality's VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria."*

Fairfax County's Stormwater Management Ordinance provides the technical criteria for regulated land-disturbing activities in Fairfax County. The criteria are provided in Article 5 of Chapter 124 of Fairfax County's Code of Ordinances, available at:
https://library.municode.com/va/fairfax_county/codes/code_of_ordinances

We believe these criteria are more stringent than Parts II B and II C of the Virginia Stormwater Management Program (VSMP) Regulations. Therefore, on March 19, 2019, the Fairfax County Board of Supervisors voted to, and now formally requests that all current projects under design for use in the public involvement phase and future VDOT projects located in Fairfax County meet the County's local stormwater management regulations. Per IIM-LD-195.10, if it is found that our more stringent local stormwater management requirements are not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation to the County demonstrating that the technical requirements are not fully feasible. Additionally, Fairfax County requests that all stormwater management facilities designed to meet local

Secretary Shannon Valentine
Request for VDOT Projects to Meet Local Stormwater Management Requirements
Page 2 of 2

stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova
Chairman
Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
David K. Paylor, Director, Virginia Department of Environmental Quality
Bryan J. Hill, Fairfax, County Executive
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)
Bill Hicks, Director, Land Development Services
Tom Biesiadny, Director, Fairfax County Department of Transportation
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Management Division
Brian Keightley, Director, DPWES, Urban Forest Management Division



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MAY 29 2020

Hannah Schul and Mackenzie Scott
Office of Wetlands and Stream Protection
Department of Environmental Quality
1111 East Main Street, Suite 1700
Richmond, VA 23219

Reference: I-495 Express Lanes Northern Extension (495 NEXT) Project Stream Impacts

Dear Ms. Schul and Ms. Scott:

For the 495 NEXT project stream impacts, Fairfax County requests that stream and wetland impacts be minimized and avoided where feasible, and that temporary stream impacts be restored onsite using natural channel design practices to reduce the need for mitigation. Additionally, Fairfax County asks that the Virginia Department of Transportation (VDOT) follow permittee responsible mitigation (PRM) using the watershed approach as the preferred method of stream mitigation.

On April 9, 2020, VDOT, Transurban, United States Environmental Protection Agency (EPA), United States Army Corps of Engineers (COE), the Department of Environmental Quality (DEQ), and Fairfax County representatives met to discuss the 495 NEXT project stream impacts. Based on the current plan, VDOT anticipates about 3,000 linear feet of stream impacts, mostly located along Scotts Run between Lewinsville Road and Old Dominion Drive in McLean. During the meeting, DEQ staff emphasized that stream mitigation efforts should follow the mitigation strategy hierarchy outlined in the, "Compensatory Mitigation for Losses of Aquatic Resources Final Rule" (2008 Rule). Fairfax County Stormwater Management believes the 2008 Rule supports stream mitigation within the Scotts Run watershed, and requests that DEQ consider PRM using the watershed approach as a part of the Virginia Water Protection Permit (VWPP), through either PRM by the design builder as a part of the project construction or a financial contribution by the design builder to a county administered Scotts Run stream restoration project.

Restoration of the Scotts Run stream section within or directly adjacent to the project limits through PRM would reduce the project's permanent stream impacts. The VWPP regulations state that mitigation means, "sequentially avoiding and minimizing impacts to the extent practicable and then compensating for the remaining unavoidable impacts of a proposed action" (9VAC 25-210-10). Chapter 3 of the Joint Permit Application Review document recommends converting permanent impacts to temporary impacts where possible. The COE Norfolk District and DEQ "Unified Stream Methodology for Use in Virginia" guidance document states that,

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“streams that will be relocated using the principles of Natural Channel Design may be considered self-mitigating in most cases, eliminating the need to apply the Unified Stream Methodology.” This language supports on-site stream restoration to convert stream impacts from permanent to temporary and meet the VWPP regulation objective to minimize stream impacts to the extent practicable.

Given Scotts Run watershed’s deteriorated existing condition, including poor water quality, degraded riparian and aquatic habitats, and property and roadway flooding, PRM using a watershed approach is preferred to purchasing stream mitigation credits outside of the watershed. Fairfax County has received numerous complaints along Scotts Run regarding stream erosion and tree loss and property and roadway flooding. Increased imperviousness from the 495 NEXT project without local mitigation will only exacerbate already prevalent stream degradation and flooding issues.

Fairfax County has completed a Scotts Run watershed management plan that supports the PRM watershed approach requirements. Scotts Run is one of the five watersheds included in the 2008 Middle Potomac Watershed Management Plan (WMP). The county developed the WMP as a tool to address issues affecting the county’s environment, water quality, and local areas of opportunity for implementing improvement projects that protect and restore the county’s streams and other water resources. The plan identifies multiple stream restoration opportunities along Scotts Run, including SC9220 in the section of Scotts Run between Lewinsville Road and Old Dominion Drive and SCS9204 downstream of the project between I-495 and Georgetown Pike. Please see the enclosed map (Attachment 1) for additional information. To meet the WMP goals, Fairfax County has already invested millions of dollars into stream restorations at the headwaters of Scotts Run and has identified two additional stream restoration projects in their five-year capital improvement plan (CIP) for an estimated total of \$7.3 million dollars. One of these projects is SC9220 located directly adjacent to the project.

After minimizing permanent stream impacts by restoring the stream through Natural Channel Design, VDOT could meet the remaining stream mitigation requirements through PRM using the watershed approach. The 495 NEXT project stream mitigation strategy could model the 95 Express Lanes, which used PRM to meet stream compensation requirements. Approved in 2013 by COE, DEQ, and Prince William County, VDOT and the 95 Express Lane Partners (Fluor and Transurban) restored 1,435 linear feet of Swan’s Creek, a stream located outside of the project limits but within the same watershed. Like the Scotts Run stream restoration projects identified in the county’s WMP and CIP, significant erosion and tree loss made Swan’s Creek restoration a top project priority for Prince William County.

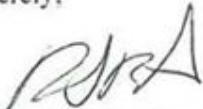
Another approach could be to have the design builder financially fund the design, construction, and monitoring of a county administered stream restoration project already identified in the county’s CIP. With over 12 miles of streams restored since 2010, Fairfax County is a national leader in designing and implementing successful and sustainable stream restoration projects. The county’s projects meet the same standards as mitigation banks for plans and success criteria,

and its stormwater management program has the capacity and expertise to ensure long-term stewardship of the restoration project. County stream restorations undergo a rigorous design process that includes not only improvements using Natural Channel Design, but also non-native, invasive plant management and riparian buffer restoration to improve water quality in the stream valley. Construction is performed by prequalified contractors with extensive stream restoration experience. An engineer from the firm responsible for the project design provides full-time construction oversight on top of regular inspection by county staff. Post construction, projects enter a robust multi-year monitoring program to ensure structural and vegetative success.

The ecological benefits of PRM using the watershed approach outweigh the benefits of purchasing credits. When evaluating the compensatory mitigation options, the 2008 Rule asks the reviewer to consider the location of the compensation site relative to the impact site and its significance in the watershed and the likelihood of ecological success and sustainability. The Middle Potomac Watershed Management Plan highlights current impairments in the Scotts Run watershed and how stream mitigation will help improve the water quality of Scotts Run. Fairfax County's comprehensive and successful stream restoration program will ensure that any project implemented in Scotts Run to satisfy VWPP stream mitigation requirements will meet or exceed mitigation bank design, construction, and monitoring standards.

Fairfax County believes on-site restoration of Scotts Run within the project limits and PRM using the watershed approach for any permanent stream impacts best comply with the regulatory objectives to first avoid and minimize stream impacts and then implement successful and sustainable compensatory stream mitigation. We respectfully request a response to this letter on the use of on-site stream restoration using Natural Channel Design along Scotts Run to meet DEQ's VWPP stream mitigation requirements. We are also available to meet to discuss options to address stream impacts from the 495 NEXT.

Sincerely,



Randolph W. Bartlett, PE
Director

Enclosure: Map

cc: Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Craig Carinci, Director, Department of Public Works and Environmental Service (DPWES), Stormwater Planning Division (SWPD),
Matthew Meyers, Branch Chief, DPWES, SWPD
Martha Coello, Division Chief, FCDOT
Yuqing Xiong, Senior Transportation Planner, FCDOT

Stephanie Kubico, Office of Environmental Programs, Environmental Assessment and Innovation Division, EPA Region III
Barbara Okorn, Office of Communities, Tribes and Environmental Assessment, EPA Region III
Timothy Witman, Office of Environmental Programs, EPA Region III
David Knepper, Environmental Scientist, COE Norfolk District
Bryan Campbell, Environmental Specialist, VDOT
Abraham Lerner, Associate Manager, VDOT
Robert Iosco, Associate Manager, VDOT
Amanda Baxter, Development Director, North America, Transurban
John Simkins, Planning, Environment, Realty, and Freight Team Leader, Federal Highway Administration



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

AUG 14 2020

The Honorable Deputy Secretary Ann Jennings
Office of the Secretary of Natural Resources
P.O. Box 1475
Richmond, Virginia 23218

Reference: State Transportation Project Stormwater Management Concerns

Dear Deputy Secretary Jennings:

Fairfax County recognizes the critical importance of transportation projects to our community, but we also see the negative water quality impacts that the additional impervious area has on the Chesapeake Bay and county watersheds. We are concerned about the current approach to stormwater management (SWM) on state transportation projects, particularly the purchase of stream bank credits outside of the county to mitigate stream impacts. We also noted significant discrepancies between the SWM proposed on the state transportation projects and the minimum SWM that the county would require on local development projects. Fairfax County requests your assistance in working with the Virginia Department of Environmental Quality (DEQ) and the Virginia Department of Transportation (VDOT) to develop and implement consistent application of the Virginia Stormwater Management Program (VSMP) regulations to the following transportation project SWM issues:

- **Stream Mitigation:** The "Compensatory Mitigation for Losses of Aquatic Resources Final Rule" (2008 Rule) outlines a mitigation strategy hierarchy of mitigation bank stream credits, in-lieu of fee program credits, and permittee responsible compensation using the watershed approach, respectively. Increased imperviousness from transportation projects without local mitigation will only exacerbate already prevalent stream degradation and flooding issues. Fairfax County believes that in some cases the 2008 Rule supports stream mitigation within the impacted local watershed over the purchase of stream mitigation credits outside of the watershed and requests that DEQ consider permittee responsible mitigation using the watershed approach. This approach was used successfully for the 95 Express Lanes project. Approved in 2013 by the United States Army Corps of Engineers, DEQ and Prince William County, VDOT and the 95 Express Lane Partners (Fluor and Transurban) restored 1,435 linear feet of Swan's Creek, a stream located outside of the project limits but within the same watershed.

State versus local SWM Requirements: VDOT projects meet state VSMP regulations as detailed in VDOT IIM-LD-195.12. As stated in the enclosed letter, the county believes some Fairfax County Stormwater Management Ordinance criteria is more stringent than Parts II B and II C of

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the VSMP Regulations and requested that VDOT projects meet the county's local stormwater management regulations. It does not appear VDOT is moving forward with this request. The I-495 Express Lanes Northern Extension (495 NEXT), the largest VDOT project under design in Fairfax County, does not appear to meet local stormwater standards.

- Interpretation of VSMP Regulations: Fairfax County interprets elements of the VSMP regulations differently than VDOT, including the "one percent rule" to determine limits of analysis and limitations to the use of off-site nutrient credits. In locations where full-depth pavement reconstruction occurs, Fairfax County's interpretations result in stricter SWM requirements and greater downstream protection.

While the Fairfax County Department of Public Works and Environmental Services SWM recognizes the constraints faced by linear projects, we also believe that transportation projects should strive to minimize impacts to water quality and local streams similar to other development projects. Fairfax County remains committed to working cooperatively and partnering with VDOT on transportation projects. We seek your assistance to ensure that DEQ and VDOT interpret and apply the VSMP regulations on transportation projects consistent with other development projects to achieve our mutual Chesapeake Bay Total Maximum Daily Load goals and protect downstream receiving channels.

Thank you for your time and support. If you have any questions or need additional information, please call Catie Torgersen at 703-639-7664.

Sincerely,



Randolph W. Bartlett, PE
Director

Enclosure: Fairfax County Request for VDOT Projects to Meet Local SWM Requirements

cc: The Honorable Nicholas Donohue, Deputy Secretary of Transportation, Commonwealth of Virginia
Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Bill Hicks, Director, Land Development Services
Craig Carinci, Director, Department of Public Works and Environmental Services (DPWES), Stormwater Planning Division (SWPD)
Catie Torgersen, Planner, DPWES, SWPD



SHARON BULOVA
CHAIRMAN

COMMONWEALTH OF VIRGINIA
County of Fairfax
BOARD OF SUPERVISORS

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FAIRFAX, VIRGINIA 22035-0071

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FAX: 703/324-3955
TTY: 711

chairman@fairfaxcounty.gov

JUL 17 2019

Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

Dear Secretary Valentine:

Fairfax County recognizes the critical importance of transportation projects to our community and continues to support the Commonwealth's efforts to advance multi-modal mobility in the region to improve our quality of life. We also know that transportation projects add significant impervious area to the Chesapeake Bay's and Fairfax County's watersheds and have significant negative impacts on water quality. Fairfax County would like to partner with the Virginia Department of Transportation (VDOT) to develop solutions to the stormwater management issues associated with transportation projects.

We reviewed VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.10 regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum (starting on sheet 6) notes that, *"When requested by a locality's VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria."*

Fairfax County's Stormwater Management Ordinance provides the technical criteria for regulated land-disturbing activities in Fairfax County. The criteria are provided in Article 5 of Chapter 124 of Fairfax County's Code of Ordinances, available at:
https://library.municode.com/va/fairfax_county/codes/code_of_ordinances

We believe these criteria are more stringent than Parts II B and II C of the Virginia Stormwater Management Program (VSMP) Regulations. Therefore, on March 19, 2019, the Fairfax County Board of Supervisors voted to, and now formally requests that all current projects under design for use in the public involvement phase and future VDOT projects located in Fairfax County meet the County's local stormwater management regulations. Per IIM-LD-195.10, if it is found that our more stringent local stormwater management requirements are not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation to the County demonstrating that the technical requirements are not fully feasible. Additionally, Fairfax County requests that all stormwater management facilities designed to meet local

Secretary Shannon Valentine

Request for VDOT Projects to Meet Local Stormwater Management Requirements

Page 2 of 2

stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova

Chairman

Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
David K. Paylor, Director, Virginia Department of Environmental Quality
Bryan J. Hill, Fairfax, County Executive
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)
Bill Hicks, Director, Land Development Services
Tom Biesiadny, Director, Fairfax County Department of Transportation
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Mangement Division
Brian Keightley, Director, DPWES, Urban Forest Management Division



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Secretary Shannon Valentine
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Sharon Bulova
Chairman
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Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Mangement Division
Brian Keightley, Director, DPWES, Urban Forest Management Division

Attachment 4



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 13, 2020

Martha Elena Coello, AICP
Fairfax County Department of Transportation

RE: I-495 NEXT Express Lanes Northern Extension Environmental Assessment Comments

Dear Ms. Coello,

Thank you for the opportunity to review and comment on the Interstate 495 Express Lanes Northern Extension Environmental Assessment. The Virginia Department of Transportation is proposing to extend the I-495 Express Lanes for approximately three miles from the I-495 and Dulles Toll Road Interchange to the vicinity of the American Legion Memorial Bridge. The project intends to reduce congestion, improve roadway safety, provide additional travel choices to single-occupancy drivers while encouraging high-occupancy travel modes, and improve travel reliability.

Based on the initial request for potential impacts, the Department of Planning and Development staff prepared a series of maps for the entire length of the project within Fairfax County, including potential impacts within 600 feet adjacent to the proposed project boundaries. Maps of potential areas of impact by tax map quadrant include:

- A map of the Fairfax County Comprehensive Land Use Plan, Development Centers current zoning applications.
- A map of Fairfax County Planning Geography, Inventory of Historic Sites, and Historic Overlay Districts.
- A parcel map of Fairfax County floodplains, Resource Protection Area's, Agricultural and Forestal Districts, and Environmental Quality Corridors.
- An aerial map of Fairfax County floodplains, Resource Protection Area's, Agricultural and Forestal Districts, and Environmental Quality Corridors.

Maps can be found here: <https://fairfaxcounty-ent.sharefile.com/d-s16f2957eec145c6b>.

If the project generates design plans for the identified potential improvements, staff asks to review the specific design to assess potential impacts. No additional comments have been received at this time, any additional comments will be sent directly to the Fairfax County Department of Transportation.



PLANNING & DEVELOPMENT

Department of Planning and Development
Planning Division
12055 Government Center Parkway, Suite 730
Fairfax, Virginia 22035-5507
Phone 703-324-1380
Fax 703-653-9447
www.fairfaxcounty.gov/planning-development

Martha Elena Coello, AICP
3/13/2020
Page 2

Thank you again for the opportunity to comment. If you have any questions, please contact Denise James with the Department of Planning and Development at 703-324-1380.

Sincerely,

A handwritten signature in blue ink that reads "Leanna O'Donnell".

Leanna O'Donnell, Division Director, Planning Division
Department of Planning and Development

LHO:DMJ

cc: Board of Supervisors
Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Barbara Byron, Director, DPD
Denise M. James, DPD



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 16, 2020

Martha Elena Coello, AICP
Fairfax County Department of Transportation

RE: I-495 NEXT Express Lanes Northern Extension Environmental Assessment Additional Comments

Dear Ms. Coello:

Thank you for extending the deadline to review and comment on the Interstate 495 Express Lanes Northern Extension Environmental Assessment. In addition to comments from the Department of Planning and Development sent on March 13, 2020, please find enclosed additional comments from Heritage Resources outlining impacts to the following listed roadways and historic sites:

- Georgetown Pike
- The northern section of George Washington Memorial Parkway running 9.7 miles from Arlington Memorial Bridge to the Capital Beltway in Virginia.
- Beaufort Park, located at 7303 Peter Place and within the 600 foot project buffer.
- Shiloh Baptist Church in Dranesville, is located at 8310 Turning Leaf Lane and adjacent to the 600 foot project buffer.

The historic sites listed can be found on the maps made by the Department of Planning and Development and sent on March 13, 2020, including the map of Fairfax County Planning Geography, Inventory of Historic Sites, and Historic Overlay Districts. All maps can be found here:
<https://fairfaxcounty-ent.sharefile.com/d-s16f2957eec145c6b>.

No additional comments have been received at this time; any additional comments will be sent directly to the Fairfax County Department of Transportation. Comments from Heritage Resources are attached to this letter. Thank you again for the opportunity to comment. If you have any questions, please contact Denise James with the Department of Planning and Development at 703-324-1380.

Sincerely,

Leanna H O'Donnell

Leanna O'Donnell, Division Director, Planning Division
Department of Planning and Development

LHO:DMJ

cc: Board of Supervisors
Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Barbara Byron, Director, DPD
Denise M. James, DPD



PLANNING & DEVELOPMENT

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I-495 Express Lanes- Heritage Resources Comments

Laura Arseneau 3-9-2020

Heritage Resources comments:

Identification of Historic Properties

The proposed I-495 Express Lanes Project will have substantial impact on both the George Washington Memorial Parkway and Georgetown Pike. Both roadways are listed on the National Register of Historic Places, on the Virginia Landmarks Register and on the Fairfax County Inventory of Historic Sites. In addition, both roadways are designated by the Virginia Department of Transportation as Scenic Roads.

George Washington Memorial Parkway

The northern section of the George Washington Memorial Parkway runs 9.7 miles from the Arlington Memorial Bridge to the Capital Beltway in Virginia. It was constructed from 1930-1965. A byway is patterned as "formally or informally designed connectors within a system of predetermined destinations that include parks and monuments."¹ Its very nature as a byway encouraged a recreational motorist use, and the federal government outlined parkway design guidelines in 1935, which included:

- A limit to non-commercial, recreational, traffic
- Avoidance of unsightly road developments
- Wider-than-average right-of-way to provide a buffer from abutting property
- No frontage or access rights, to encourage the preservation of natural scenery
- Preference for a new site, to avoid already congested and built-up areas
- To best access native scenery
- Limitation of major grade crossings
- Well-distance entrance and exit points to reduce traffic interruptions and increase safety²

Furthermore, development along the immediate roadway has been limited and has preserved the scenic, historic and environmental aspects characterize the significance of the highway.

Georgetown Pike

The Georgetown Pike was constructed between 1813 and 1827 to connect the Georgetown Markets in DC to the agricultural interests in Leesburg and further west. The roadway is significant as a transportation turnpike, but is also significant in its construction method, which was an adapted French method called Tresaguet. This method excavated the roadbed, had two layers of compacted stones and

¹ George Washington Memorial Parkway National Register nomination, <https://catalog.archives.gov/id/117691695>.

²Ibid.

was crowned in the center to improve drainage and wear. Resources from its construction dating from 1813 are visible, accessible and maintain their historic integrity. The original roadbed has been altered. The nomination and significance is only for the VDOT maintained right of way, which varies from 50-60 feet. Georgetown Pike became Virginia's first scenic and historic byway in 1973.³

Other Historic Sites

Two additional sites may be impacted by the proposed the I-495 Express Lane project. Both of these sites are in proximity to the proposed I-495 project, and depending on the scope and height of modifications, the project could negatively impact the viewshed of these two properties.

Beaufort Park, identified on the Fairfax County Inventory of Historic Sites, is located at 7303 Peter Place and at tax map number 021-3 ((26)) 10. This property is located within the 600 foot project buffer and could be impacted by any alteration to the interchange at Georgetown Pike. The residence on Beaufort Park was constructed in 1940, but there was a Georgetown Pike Toll Gate and potentially a rifle pit during the Civil War located on the original property before it was subdivided in the 1980s. The property was owned by Eugene and Lille Lou Rietzke, who founded Capital Radio Engineering Institute with was acquired by McGraw Hill.⁴ Archaeology has also been conducted on site.

Shiloh Baptist Church in Dranesville, also identified on the Fairfax County Inventory of Historic Sites, is located adjacent to the 600-foot buffer associated with the I-495 Express Lanes Project. The church is located at 8310 Turning Leaf Lane and tax map number 029-1 ((1)) 58C. The original church was constructed in 1887 and reconstructed in 1928 after a fire.⁵ The church served members of the Odricks Corner, a freed black community established by Cyrus Carter and Alfred Odricks.⁶

Potential Impact on Historic Properties

For the properties that are located on the National Register of Historic Places, George Washington Memorial Parkway and Georgetown Pike, every effort should be made to avoid any negative physical or visual impact that may result as the I-495 express lanes project. Any impact must be mitigated appropriately.

For the two properties on the Fairfax County Inventory of Historic Sites, Beaufort Park and Shiloh Baptist Church, every effort should be made to avoid any negative physical or visual impact. However, these properties have not been evaluated for eligibility for the National Register of Historic Places. Staff recommends further research be completed. Staff also recommends that the Fairfax County Park Authority Archaeological Collections Branch be consulted to analyze any archaeological impact.

³ "Georgetown Pike: Fairfax county Inventory of Historic Sites Report," Fairfax County Dept of Planning and Development, 2019.

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⁵ "Shiloh Baptist Church (Dranesville): Fairfax county Inventory of Historic Sites Report," Fairfax County Dept of Planning and Development, 2019.

⁶ Netherton, Nan. Fairfax County, Virginia: A History. Fairfax County Board of Supervisors, 1992, 452.

I-495 Express Lanes- Heritage Resources Comments

Laura Arseneau 3-9-2020

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⁶ Netherton, Nan. Fairfax County, Virginia: A History. *Fairfax County Board of Supervisors*, 1992, 452.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

August 31, 2020

Virginia Department of Environmental Quality
Office of Environmental Impact Review
ATTN: Mr. John Fisher
P.O. Box 1105
Richmond, Virginia 23218
John.Fisher@deq.virginia.gov

RE: Draft Environmental Impact Statement (EIS)
I-495 and I-270 Managed Lanes Study
Fairfax County
Project Number: DEQ #20-103F
USDOT/Federal Highway Administration

Dear Mr. Fisher:

This memorandum provides comments from the Department of Planning and Development (DPD) regarding the I-495 & I-270 Managed Lanes Study.

DESCRIPTION OF THE PROJECT

LOCATION & SCOPE

The I-495 & I-270 Managed Lanes Study is the first element of a broader I-495 and I-270 Public Private Partnership (P3) Program. The study is considering alternatives to address roadway congestion within the study scope of 48 miles of I-495 from south of the George Washington Memorial Parkway in Fairfax County, including the rebuilding of the American Legion Bridge over the Potomac River, to west of MD 5, and along I-270 from I-495 to north of I-370, including the East and West I-270 Spurs.

Within Fairfax County, the Study extends along I-495, beginning 0.4 miles south of George Washington Memorial Parkway, and extending to the Potomac River. The construction would incorporate mainline connections between I-495 and the George Washington Memorial Parkway. Managed lanes would connect directly into the proposed extension of the Virginia Express Lanes.

All build alternatives include the full replacement of the American Legion Bridge, which is nearly 60 years old, with a new, wider bridge. The new bridge would be constructed in phases to maintain the same number of existing lanes at all times and would be rebuilt in the same location.



Excellence * Innovation * Stewardship
Integrity * Teamwork * Public Service

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ALTERNATIVES

Seven alternatives were considered in the Draft EIS:

- Alternative 1: No Build.
- Alternative 5: One High-Occupancy Toll (HOT) Managed Lane Network.
- Alternative 8: Two Express Toll Lane (ETL) Managed Lanes Network on I-495 and one ETL and one High-Occupancy Vehicle (HOV) Lane Network on I-270.
- Alternative 9: Two HOT Managed Lanes Network.
- Alternative 10: Two ETL Managed Lanes Network on I-495 and I-270 and Retain one HOV Lane on I-270 only.
- Alternative 13B: Two HOT Managed Lanes Network on I-495 and two Reversible HOT Managed Lanes Network on I-270.
- Alternative 13C: Two ETL Managed Lanes Network on I-495 and two Reversible ETL Managed Lanes Network on I-270, and retention of one HOV Lane on I-270 only.

COMMUNITY EFFECTS ASSESSMENT

The Draft EIS included a Community Effects Assessment (CEA) for various community areas along the study area, including portions of the McLean community. These areas were identified primarily as either residential or park properties. The CEA Analysis Area Community is bordered roughly by the Potomac River to the north; Chain Bridge and Chain Bridge Road to the east; Georgetown Pike and Old Dominion Drive (Route 738) to the south; and Georgetown Pike (Route 193) and Difficult Run to the west. This is the southwestern-most community in the project analysis area and the only community located outside of Maryland.

Within the McLean CEA analysis area, a total of 14.4 acres would be taken for highway right-of-way, including 12.2 acres of the George Washington Memorial Parkway, of which 9.3 acres would be impacted tree canopy.

PREVIOUSLY PROVIDED INFORMATION

Fairfax County previously provided input regarding the I-495 Express Lanes Northern Extension Environmental Assessment. The Virginia Department of Transportation is proposing to extend the I-495 Express Lanes for approximately three miles from the I-495 and Dulles Toll Road Interchange to the vicinity of the American Legion Memorial Bridge.

As was done for similar roadway projects impacting large tracts of land, the Department of Planning and Development prepared a series of maps for the entire length of the project area within Fairfax County, identifying ecological and cultural resources and other land use information for areas within 600 feet of the proposed project boundaries. Maps included:

- Fairfax County Comprehensive Plan base land use designations and Development Centers.
- Current zoning applications.
- Fairfax County Planning Geography, Inventory of Historic Sites, and Historic Overlay Districts.
- Fairfax County floodplains, Resource Protection Areas (RPAs), Agricultural and Forestal Districts, and Environmental Quality Corridors (EQCs).

- Aerial coverage of Fairfax County floodplains, RPAs, Agricultural and Forestal Districts, and EQCs.

ENVIRONMENTAL ANALYSIS

POLICY GUIDANCE FOR ROADWAY DESIGN

County transportation policies support environmental goals and policies. Transportation facilities within the county are to “*minimize community disruption and adverse environmental impacts.*” More specifically, transportation facilities are to be planned and designed “*to minimize adverse impacts on Environmental Quality Corridors (EQCs), Resource Protection Areas (RPAs), other environmental resources, and heritage resources.*” Additionally, transportation facilities are to be planned and designed to “*minimize and mitigate adverse impacts to residents and neighborhoods.*” Recognizing the long-term effects of roadway construction and the creation of extensive amounts of impervious surfaces, county policies call for the minimization of “*adverse impacts of storm water runoff from transportation facilities and services*” and the use of “*innovative techniques and technologies to manage storm water run-off from transportation facilities.*” Finally, given the importance of transportation facilities in serving our communities, “*best practices for walkable communities, pedestrian and bicycle planning, quality of life, and ecological preservation*” are to be applied to all transportation facilities. (Fairfax County Comprehensive Plan, 2017 Edition, Policy Plan, Transportation, Amended through 3-20-2018, Pages 9-10).

Specific comments regarding these policies are provided below.

CULTURAL RESOURCES

The Draft EIS, Section 4(f) of the USDOT Act of 1966, as amended (49 U.S.C. 303(c)), stipulates that the USDOT, including the FHWA, cannot approve the use of land from a publicly-owned park, recreation area, wildlife or waterfowl refuge, or public or private historic site unless the following conditions apply:

- FHWA determines that there is no feasible and prudent avoidance alternative to the use of land from the property, and the action includes all possible planning to minimize harm to the property resulting from such use (23 CFR §774.3(a)(1) and (2)); or
- FHWA determines that the use of the Section 4(f) properties, including any measures to minimize harm committed to by the applicant, will have a de minimis impact on the property (23 CFR §774.3(b)).

A total of 111 Section 4(f) properties were identified within the corridor study boundary including public parks, recreation areas, and historic sites. Of the 111 Section 4(f) properties, 68 would have a Section 4(f) use (impact).

On March 13, 2020, maps and comments were made available to the Virginia Department of Transportation by the Fairfax County Department of Planning and Development, including the previously noted maps of Fairfax County Planning Geography, Inventory of Historic Sites, and Historic Overlay Districts, related to the I-495 Express Lanes Project. In addition to these

comments and maps, the following comments discuss impacts to the following heritage resources:

- Georgetown Pike.
- The northern section of George Washington Memorial Parkway, running 9.7 miles from Arlington Memorial Bridge to the Capital Beltway in Virginia.
- Beaufort Park located at 7303 Peter Place and within a 600-foot I-495 Express Lanes project buffer.
- Shiloh Baptist Church in Dranesville, located at 8310 Turning Leaf Lane and adjacent to the 600-foot I-495 Express Lanes project buffer.

Within Fairfax County the proposed project would have substantial impacts on both the George Washington Memorial Parkway and Georgetown Pike. Both roadways are listed on the National Register of Historic Places, the Virginia Landmarks Register, and the Fairfax County Inventory of Historic Sites. In addition, both roadways are designated by the Virginia Department of Transportation as Scenic Roads.

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- Well-distanced entrance and exit points to reduce traffic interruptions and increase safety²

Development along the immediate roadway has been limited and has preserved the scenic, historic, and environmental aspects that characterize the significance of the highway.

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and wear. Resources from its construction dating from 1813 are visible and accessible and maintain their historic integrity. The original roadbed has been altered. The nomination and significance are only for the VDOT maintained right-of-way, which varies from 50-60 feet. Georgetown Pike became Virginia's first scenic and historic byway in 1973.³

Other Historic Sites

Two additional sites may be impacted by the proposed the I-495 project. Both sites are in proximity to the proposed I-495 project. Depending on the scope and height of modifications, the project could negatively impact the viewshed of these two properties.

Beaufort Park, identified on the Fairfax County Inventory of Historic Sites, is located at 7303 Peter Place and at tax map number 021-3 ((26)) 10. This property is located within the 600-foot project buffer associated with the I-495 Express Lanes Project and could be impacted by any alteration to the interchange at Georgetown Pike. The residence on Beaufort Park was constructed in 1940, but there was a Georgetown Pike Toll Gate and potentially a rifle pit from the Civil War located on the original property before it was subdivided in the 1980s. The property was owned by Eugene and Lille Lou Rietzke, who founded Capital Radio Engineering Institute, which was acquired by McGraw Hill.⁴ Archaeology has also been conducted on the site.

Shiloh Baptist Church in Dranesville, also identified on the Fairfax County Inventory of Historic Sites, is located adjacent to the 600-foot buffer associated with the I-495 Express Lanes Project. The church is located at 8310 Turning Leaf Lane and tax map number 029-1 ((1)) 58C. The original church was constructed in 1887 and reconstructed in 1928 after a fire.⁵ The church served members of the Odricks Corner, a freed black community established by Cyrus Carter and Alfred Odricks.⁶

Virginia Outdoors Plan

The Virginia Outdoors Plan (VOP), produced by the Virginia Department of Conservation and Recreation (VDCR) is the state's comprehensive plan for land conservation, outdoor recreation, and open-space planning. Prior to initiating any project, consideration is to be given to the proximity of a project site to recreational resources identified in the VOP. The George Washington Memorial Parkway (managed by the National Park Service), the Scotts Run Nature Preserve (managed by the Fairfax County Park Authority), and a private 4.6-acre property owned by the Langley Club are all identified in the VOP.

³ "Georgetown Pike: Fairfax county Inventory of Historic Sites Report," Fairfax County Dept of Planning and Development, 2019.

⁴ "Beaufort Park: Fairfax county Inventory of Historic Sites Report," Fairfax County Department of Planning and Development, 2019.

⁵ "Shiloh Baptist Church (Dranesville): Fairfax county Inventory of Historic Sites Report," Fairfax County Department of Planning and Development, 2019.

⁶ Netherton, Nan. Fairfax County, Virginia: A History. *Fairfax County Board of Supervisors*, 1992, 452.

Comments & Recommendations

- For the properties that are located on the National Register of Historic Places (George Washington Memorial Parkway and Georgetown Pike), negative physical or visual impacts that may result as part of the related and cumulative I-495 projects should be avoided and minimized. Any impacts must be mitigated appropriately.
- For the two properties on the Fairfax County Inventory of Historic Sites (Beaufort Park and Shiloh Baptist Church), negative physical or visual impact should also be avoided and minimized. Given that these properties have not been evaluated for eligibility for the National Register of Historic Places, staff recommends that further research be completed. Staff also recommends that the Fairfax County Park Authority Archaeological Collections Branch be consulted to analyze any archaeological impact within the cumulative study areas of the related I-495 projects.
- Direct and indirect impacts to the three properties identified in the Virginia Outdoors Plan should be assessed, minimized or avoided, and appropriately mitigated, if applicable.

ECOLOGICAL RESOURCES

County Environmental Policies

The Environment Element of the Policy Plan states that the protection and restoration of the ecological integrity of streams is expected in Fairfax County. In order to minimize the impacts that new development and redevelopment projects may have on county streams, the Comprehensive Plan encourages the protection of stream channels, buffer areas along stream channels, and commitments to the restoration of degraded stream channels and riparian buffer areas. (Fairfax County Comprehensive Plan, 2017 Edition, Policy Plan, Environment, Amended through 3-14-2017, Pages 7-9).

Additionally, policies state that stormwater design for all stormwater facilities should be closely coordinated with county staff to avoid degradation of impacted streams. The county anticipates the implementation of *“best management practices to reduce runoff pollution and other impacts. Preferred practices include: those which recharge groundwater when such recharge will not degrade groundwater quality; those which preserve as much undisturbed open space as possible; and, those which contribute to ecological diversity by the creation of wetlands or other habitat enhancing BMPs, consistent with state guidelines and regulations.”* (Fairfax County Comprehensive Plan, 2017 Edition, Policy Plan, Environment, Amended through 3-14-2017, Page 9).

Draft EIS Information

The Draft EIS includes some general discussion related to water quality (DEIS, Pages 4-90 through 4-91):

- Impacts to surface water quality may occur during construction, which could include physical disturbances or alterations, accidental spills, and sediment releases.
- Large areas of soil may be exposed during construction. Soils can be severely eroded by wind and rain when the vegetation and naturally occurring soil stabilizers are removed. Erosion of these exposed soils can considerably increase the sediment load to receiving waters and adversely affect aquatic life.

- The removal of trees and other riparian buffer vegetation can greatly reduce the buffering of nutrients and other materials and allow unfiltered water to directly enter a stream channel.
- Impacts associated with the use of the road after construction are mainly based on the potential for contamination of surface waters by runoff and from new impervious roadway surfaces. The most common heavy metal contaminants are lead, aluminum, iron, cadmium, copper, manganese, titanium, nickel, zinc, and boron. Most of these contaminants are related to gasoline additives and highway maintenance. Other sources of metals include mobilization by excavation, vehicle wear, combustion of petroleum products, historical fuel additives, and catalytic-converter emissions.
- Deicing compounds that are used during the winter for highway maintenance pose a threat to water quality. Chlorides from deicing salts can cause acute and chronic toxicity in fish, macroinvertebrates, and plants.
- Organic pollutants, including dioxins and PCBs (Polychlorinated Biphenyls), have been found in higher concentrations along roadways. Sources of these compounds include runoff derived from exhaust, fuel, lubricants, and asphalt. These organic pollutants are known to accumulate in concentrations that can cause mortality and affect growth and reproduction in aquatic organisms.

Comments & Recommendations

- Streams in the area include Dead Run, Scotts Run, Turkey Run, and the Potomac River. The project analysis should assess impacts to Dead Run, Scotts Run, and Turkey Run and the downstream impacts to the Potomac River. Analysis should incorporate information from recent storm events, to include frequency, duration, and intensity of these events. Additionally, ecological resource surveys should be performed for each of these stream corridors, the Scotts Run Nature Preserve, and the George Washington Memorial Parkway. Assessment of project impacts should be considered and coordinated with impacted jurisdictions prior to the finalization of projects designs.
- Staff notes that the requirements of the Chesapeake Bay Preservation Ordinance would apply to the project. While public roads are considered “exempt,” that exemption is conditioned on the optimization of the road alignment and design to prevent or otherwise minimize encroachment in Resource Protection Areas (RPAs) and adverse effects on water quality.
- Additionally, VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.12 (see Attachment 1) provides direction regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum notes that, *“When requested by a locality's VSMP Authority, MOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria.”*
- On March 19, 2019, the Fairfax County Board of Supervisors voted to request that all current projects under design and future VDOT projects located in Fairfax County meet the county's local stormwater management regulations. On July 17, 2019, Fairfax County formally requested the same (see Attachment 2). IIM-LD-195.12 directs that, if it is found that our more stringent local stormwater management requirements are not practicable, VDOT will implement the requirements to the maximum extent practicable and provide documentation to the county demonstrating that the technical requirements are not practicable.

- Given that the proposed project would entail the creation of extensive areas of impervious cover, a primary consideration is the impact to county streams. In light of these issues and this guidance, staff recommends strict adherence to local stormwater management requirements to the maximum extent practicable for the project, per IIM-LD-195.12.
- The use of linear stormwater controls to address water quality and quantity requirements is strongly recommended, given that control of the rainwater runoff at its source would provide the greatest water quality and stream protection results. Alternatives include dry swales, subsurface chamber storage, gravel galleries, and oversized pipes, with manufactured filtering devices at the outfall of these facilities. Such an approach would limit the project footprint, avoid heavily wooded and steep slope areas, preserve ecologically valuable land, and reduce environmental impacts to floodplains and streams.
- The purchase of off-site nutrient credits for stream and wetlands impacts would not address the intent of county policies. Off-site credits do not provide protections for streams and other water bodies within Fairfax County. Therefore, staff recommends that mitigation opportunities be pursued within the county consistent with Fairfax County's approved watershed management plans. VDOT should partner with the county to select local stream restoration and constructed wetland projects to support improved water quality and habitat in our local waterways.
- In light of existing "legacy" issues and impacts from previous related highway work, including runoff impacts, the cumulative impacts of existing deficiencies and proposed actions should be assessed and mitigated.

Overall, for all proposed facilities, staff recommends the avoidance of significant ecological resources to the maximum extent feasible; incorporation of linear stormwater controls into facility designs to address stormwater requirements while minimizing the disturbance of ecological resources and open spaces; incorporation of ecological enhancements into any stormwater facility designs to replace the ecological functionality of disturbed areas; integration of stream protection measures; minimization of adverse impacts to downstream waterways, infrastructure, and property; assessment of the cumulative impact of multiple outfalls directed into a stream in the same general vicinity; incorporation of natural channel design where applicable; incorporation of constructed wetlands as an alternative to the traditional pond designs; adherence to current pollutant removal criteria; restoration and monitoring of disturbed areas; and assessment and mitigation of previous corridor actions and associated impacts to area resources.

FOREST RESOURCES

Forest Resources Policies

The Comprehensive Plan anticipates that new development will include an urban forestry program and be designed in a manner that retains and restores meaningful amounts of tree cover, consistent with planned land use and good silvicultural practices. Good quality vegetation should be preserved and enhanced and lost vegetation restored through replanting. (Fairfax County Comprehensive Plan, 2017 Edition, Policy Plan, Environment, Amended through 3-14-2017, Pages 17-18).

Impacts to Tree Canopy

Forest resources within the corridor study area within Fairfax County include those within the National Park Service (NPS) property (George Washington Memorial Parkway) and the Scotts Run Nature Preserve. The Draft EIS states that mitigation to these forests would require coordination with the NPS and the Virginia Department of Conservation and Recreation (VDCR).

In addition to tree removal, adverse impacts to forested land would include disturbance to critical root zones (CRZ), damage to tree crowns, soil compaction, and changes to drainage patterns and soil moisture due to grading. Sunscald and windthrow could also occur along newly exposed edges of retained forested areas, as trees previously sheltered from these elements may have difficulty adjusting to sun and wind. Vegetated areas could also suffer from increased roadway runoff from expanded impervious surfaces. Increased runoff could result in additional erosion and sedimentation from areas disturbed during construction and could carry increased pollutants from roadways. Disturbed areas are also more vulnerable to the introduction of invasive plant species. Any of these adverse impacts could result in additional tree loss beyond the clearing associated with construction activities.

Comments & Recommendations

- Ecological Services: The Draft EIS states that all affected property owners would be compensated for the fair market value of all land acquired for the construction of the preferred Build Alternative. Such an approach would not necessarily consider the environmental services and the economic, social, and health benefits of the urban forest that would be lost due to the clearing associated with this project. Loss of the services and benefits provided by these trees could reduce the property values of those properties affected by the construction and operation of the additional lanes. Environmental services can be quantified using the i-Tree software developed by the U.S. Forest Service. Additionally, an analysis of real estate values would provide insight into changes in property values within impacted areas. These considerations should be explored in the interest of more complete compensation for adverse impacts to affect properties.
- Reforestation: Unavoidable clearing of forested areas in Maryland would be subject to replacement planting under the Maryland Reforestation Law. However, in Virginia, negotiation with owners of affected lands would be necessary to address reforestation of cleared areas in order to restore cleared areas affected by the project as nearly as possible to the character existing before tree removal. Additionally, to help replace lost tree canopy, tree planting should take place in areas that were unforested prior to grading where buffering capacity and viewsheds could be improved. Compensation should be provided for the environmental services and benefits previously provided. Areas cleared for temporary uses such as material storage, staging, and stormwater and sediment control, are likely to be significantly degraded and unsuitable for planting without dedicated and comprehensive remedial actions. Tree planting should be incorporated extensively into the project design for all disturbed areas, including firm commitments to soil remediation for all planting areas. To ensure the viability of the proposed plantings, staff recommends a commitment to tree protection, to include adequate supervision during construction, to ensure that tree protection measures are implemented as planned. Additionally, staff recommends that all development plans avoid the following: significant changes to elevations (both “cut” and “fill” operations);

changes to water flow; and excavation within the critical root zones of all trees to be protected. Additionally, staff recommends a commitment to planting schemes featuring indigenous trees, shrubs, perennial grasses and grass-like plants, and forbs for each planting area. Only indigenous species should be used in seed mixes with a high percentage of warm season grasses. For all new planting areas, in which existing pavement is to be removed, and for staging areas staff recommends a commitment to soil rebuilding, which would help ensure the viability of the proposed plantings. Extended warranties should be enforced for all planting areas. Overall, forested areas should be restored, replaced, and mitigated to the fullest extent practicable.

- Invasives Control: Of significant concern is the introduction and spread of invasive species in areas disturbed by construction activities or in areas previously disturbed throughout the corridor but not properly restored. Control of invasive species should be fully integrated into all planting activities and throughout the project area. Invasive species should be suppressed and eliminated to allow the regeneration of native plant communities and the restoration of all degraded and disturbed areas, both for the considered project and for previous actions within the highway corridors.

Together, these measures would minimize impacts to property owners and ecological resources, increase the viability of the existing tree cover, increase the habitat value of the project, and promote water infiltration, consistent with the intent of the Comprehensive Plan.

TRAFFIC NOISE IMPACTS

New development is expected to protect people from unhealthful levels of transportation noise. *“New development should not expose people in their homes, or other noise sensitive environments, to noise in excess of DNL 45 dBA [decibels, A-weighted], or to noise in excess of 65 dBA in the outdoor recreation areas of homes.”* (Fairfax County Comprehensive Plan, 2017 Edition, Policy Plan, Environment, Amended through 3-14-2017, Pages 11-12). Staff notes that 63 dBA is the noise level in which speech interference generally begins.

An analysis of the noise impacts of the highway construction within Virginia were not considered as part of the Draft EIS. Noise Abatement for the portion of the study area within Virginia is to be evaluated in coordination with VDOT and in compliance with the VDOT Highway Traffic Noise Impact Analysis Guidance Manual. The results of this evaluation would be included in the Final EIS.

To determine the degree of impact, VDOT has previously used the Noise Abatement Criteria (NAC) for various land use categories. The NAC for residential areas, parks, trails, playgrounds, and historic properties used by VDOT is 67 dBA. Decisions on whether to provide noise abatement along project corridors generally consider the feasibility of a design and the overall cost weighted against the benefit.

Comments and Recommendations

- Given the lack of information regarding noise impacts, staff was unable to assess the efficacy, location, and visual impacts of traffic noise mitigation measures. Staff recommends that VDOT clarify the current status and expectations regarding noise mitigation, to include potential barrier locations and design details. Staff recommends that any proposed noise

mitigation consider aesthetics, tree buffer plantings, and the efficacy of the noise abatement treatments.

SUMMARY

Transportation system components are expected to be consistent with environmental, land use, social, and economic goals. Each component is to be thoughtfully designed and sensitively integrated into the community fabric. Open space, ecological resources, heritage sites, parks, trails, and stream corridors are all critical components of the community that each transportation proposal is to consider.

To address the environmental objectives of the Comprehensive Plan and avoid undue impacts to community resources, staff recommends the following:

- Avoidance or minimization of impacts to properties that are located on the National Register of Historic Places, including the George Washington Memorial Parkway and Georgetown Pike.
- Avoidance or minimization of impacts to the two properties on the Fairfax County Inventory of Historic Sites (Beaufort Park and Shiloh Baptist Church).
- Assessment, minimization, avoidance, and mitigation of the direct and indirect impacts to the three properties identified in the Virginia Outdoors Plan.
- Optimization of road alignments and designs to prevent or otherwise minimize encroachment in Resource Protection Areas (RPAs) and adverse effects on water quality.
- Strict adherence to local stormwater management requirements to the maximum extent practicable for the project, per IIM-LD-195.12.
- The use of linear stormwater controls to address water quality and quantity requirements.
- Pursuit of mitigation opportunities within the county and which rely on Fairfax County's approved watershed management plans as guides for any project mitigation. VDOT should partner with the county to select local stream restoration and constructed wetland projects.
- An evaluation of "legacy" issues and impacts from previous highway-related work, particularly inadequacies of previous stormwater facility installations, planting efforts, and runoff impacts on local stream geomorphology, including erosion. The cumulative impacts of existing deficiencies and proposed actions should be assessed and mitigated.
- Assessment of the impacts to Dead Run, Scotts Run, and Turkey Run and the downstream impacts to the Potomac River.
- Performance of ecological resource surveys for each of these stream corridors, the Scotts Run Nature Preserve, and the George Washington Memorial Parkway.
- Assessment of the environmental services and the economic, social, and health benefits of the urban forest that would be lost due to the clearing associated with this project, as well as compensation for these impacts.
- Reforestation of all disturbed areas with commitments to compensation, soil rebuilding, and the restoration of native plant communities.
- Integration of invasives control throughout the project area.
- Clarification of the current status of and expectations regarding noise mitigation, to include potential barrier locations and design details.

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Thank you for the opportunity to comment on this project. If you have any questions regarding these comments, please contact Joseph Gorney at 703-324-1380 or joseph.gorney@fairfaxcounty.gov.

Sincerely,



Leanna H. O'Donnell, AICP, Director, Planning Division
Department of Planning and Development

cc: Board of Supervisors
Bryan Hill, County Executive
Rachel Flynn, Deputy County Executive (Planning + Development)
Barbara Byron, Director, DPD
Tom Biesiadny, Director, FCDOT
Denise James, Chief, Environment & Development Review Branch (EDRB), Planning Division (PD), DPD
Laura Arseneau, Chief, Heritage Resources and Plan Development Branch, PD, DPD
Joseph Gorney, Senior Environmental Planner, EDRB, PD, DPD
Catherine Torgersen, Stormwater Planning Division, DPWES
Hugh Whitehead, Urban Forest Management Division, DPWES
Andrew Galusha, Fairfax County Park Authority

Attachments:

1. IIM-LD-195.12; Requirements for Erosion and Sediment Control and Stormwater Management Plans for VDOT Projects
2. Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements (July 17, 2019)

LHO: JCG

VIRGINIA DEPARTMENT OF TRANSPORTATION

LOCATION AND DESIGN DIVISION**INSTRUCTIONAL AND INFORMATIONAL MEMORANDUM**

GENERAL SUBJECT: Virginia Stormwater Management Program	NUMBER: IIM-LD-195.12
SPECIFIC SUBJECT: Requirements for Erosion & Sediment Control and Stormwater Management Plans for VDOT Projects	DATE: July 19, 2019
	SUPERSEDES: IIM-LD-195.11
APPROVAL: Susan H. Keen, P.E. State Location and Design Engineer Approved July 19, 2019	

Changes are shaded.

CURRENT REVISION

Renamed Scenario's 3 & 4 and revised information in Scenario 5 detail.

EFFECTIVE DATE

Unless identified otherwise within this IIM, the information contained in this IIM is effective upon receipt.

1.0 PROGRAM PURPOSE AND NEED

1.1 VDOT's Stormwater Management Program

The Virginia Stormwater Management Act, the VSMP Regulations, the Virginia Pollutant Discharge Elimination System (VPDES) General Permit for Discharges of Stormwater from Construction Activities (the Construction Permit) and the VPDES Individual Permit for Discharge of Stormwater from Municipal Separate Storm Sewer System (Permit No. VA0092975) require that VDOT implement a stormwater management (SWM) Program that protects the quality and quantity of state waters from the potential harm of unmanaged stormwater runoff resulting from land-disturbing activities. This IIM addresses the application of these regulatory requirements as they relate to development of Post-Construction Stormwater Management Plans for VDOT land-disturbing activities.

Other elements of VDOT's SWM Program are addressed by the VDOT Drainage Manual and current editions of other IIMs, including:

- IIM-LD-242 which addresses the application of the VPDES General Permit for Discharges of Stormwater from Construction Activities to VDOT (Regulated Land Disturbing Activities (RLDAs));
- IIM-LD-243 which addresses signing and sealing of plans and documents including Erosion and Sediment Control (ESC)/SWM Plans and construction record drawings;
- IIM-LD-251 which addresses the purchase of nutrient credits to address post-construction water quality reduction requirements for VDOT land-disturbing activities associated with construction projects.
- IIM-LD-258 which addresses stormwater requirements for non-VDOT projects.

2.0 PROGRAM ADMINISTRATION

2.1 Administration of VDOT's ESC and SWM Standards and Specifications

VDOT's Annual ESC and SWM Standards and Specifications shall apply to all plan design, construction and maintenance activities administered by VDOT and performed either by its internal workforce or contracted to external entities, where such activities are regulated by the VESC and VSMP Law and Regulations.

VDOT's Annual ESC and SWM Standards and Specifications are a compilation of all VDOT documents related to the design, construction, inspection and maintenance of ESC measures, Pollution Prevention (P2) practices and post-development Best Management Practices (BMP) including, but not limited to, all or a portion of the following:

- Road & Bridge Standards
- Road & Bridge Specifications, Supplemental Specifications and Special Provisions
- IIMs
- Drainage Manual
- Pollution Prevention Field Guide for Construction Activities
- Road Design Manual
- Maintenance Division's BMP Inspection and Maintenance Manuals

VDOT's Annual ESC and SWM Standards and Specifications are housed in an on-line electronic database which includes both the current and previous versions of the standards and specifications. The database is dynamic and items within the database may be added to, deleted or revised at any time to reflect changes or updates to VDOT's ESC and SWM Program.

Approval to use any portions of VDOT's Annual ESC and SWM Standards and Specifications, including this IIM, on non-VDOT projects/land-disturbing activities (e.g. Locality Administered Projects and Land Use Permit projects - see section 3.2 of this IIM for definition of non-VDOT projects/land-disturbing activities) shall be secured from the respective VESCP/VSMP Authority. For non-VDOT projects, the Authority means an authority approved by the State Water Control Board to operate a VESCP or VSMP, and can include the Virginia Department of Environmental Quality (DEQ), a locality, federal entity, another state entity, or linear projects subject to annual standards and specifications. Any approval to use portions of VDOT's Annual ESC and SWM Standards and Specifications, will presumably be part of the VSMP/VESCP Authorities overall plan approval process.

2.2 Approval of VDOT's ESC and SWM Standards and Specifications

VDOT secures an annual approval of its ESC and SWM Standards and Specifications from DEQ. By this approval, DEQ authorizes VDOT to administer its ESC and SWM Program in accordance with the Annual ESC and SWM Standards and Specifications on all regulated land disturbance activities performed by VDOT's internal workforce or contracted by VDOT to external entities.

During any inspections of VDOT land-disturbing activities by DEQ, EPA, or other such regulatory agency, compliance with VDOT's Annual ESC and SWM Standards and Specifications (and all parts thereof) will be expected.

3.0 DETERMINING A REGULATED LAND-DISTURBING ACTIVITY

3.1 VDOT Regulated Land-Disturbing Activities

The SWM and ESC requirements are applicable to all land-disturbing activities where one acre or greater (2,500 square feet or greater in a designated CBPA) of land is disturbed, unless otherwise exempted. ESC requirements apply to all project which disturb greater than or equal to 10,000 square feet (2,500 square feet or greater in a designated CBPA), unless otherwise exempted. See Section 3.3 of this IIM for discussion on the exemption for routine maintenance operations.

The VSMP Regulations and application of this IIM shall apply to all VDOT regulated land-disturbing activities, both construction and maintenance, administered by VDOT and performed either by its internal workforce or contracted to external entities, including those developed/constructed under, the Design/Build (DB) process and the Capital Outlay Program. PPTA/P3 projects are a special case and, while requiring consistency with VDOT standards and specifications, are often considered by DEQ to be “non-VDOT” projects for the purposes of permit issuance and ESC and SWM Plan review and approval. PPTA/P3 entities should consider that projects may be required to meet the local technical and administrative requirements and to secure permits from the applicable VSMP and VESCP Authorities, while at the same time maintaining consistency with the VDOT standards, specifications and contract provisions related to SWM and ESC.

Provisions for VDOT SWM Program administration including plan design, review and approval are further discussed in IIM-LD-242 and Chapter 11 of the VDOT Drainage Manual.

3.2 Non-VDOT Regulated Land-Disturbing Activities

Requirements for non-VDOT projects are referenced in IIM-LD-258.

3.3 Routine Maintenance Activities

Routine maintenance is defined as those activities performed to maintain the original line and grade, hydraulic capacity or original construction of the project.

Routine maintenance activities are exempt from the Virginia Stormwater Management Act, the attending VSMP Regulations, and the VPDES Construction General Permit requirements regardless of the amount of land disturbance. The routine maintenance exemption does not apply to the ESC Program. See Chapter 10 of the VDOT Drainage Manual for more information on ESC Plan requirements.

Operations and Maintenance Activities:

Such activities include, but are not limited to: ditch cleaning operations, pipe replacement or rehabilitation operations, bridge deck replacement and the normal operational procedures for maintaining the travel surface of unpaved/gravel roadways (i.e., dragging, blading, grading, etc.). Facilities that support the routine maintenance activity (e.g., disposal areas for surplus dirt, borrow pits, or staging areas) are not considered a part of the routine maintenance operation and, therefore, are not covered under the routine maintenance activity exemption.

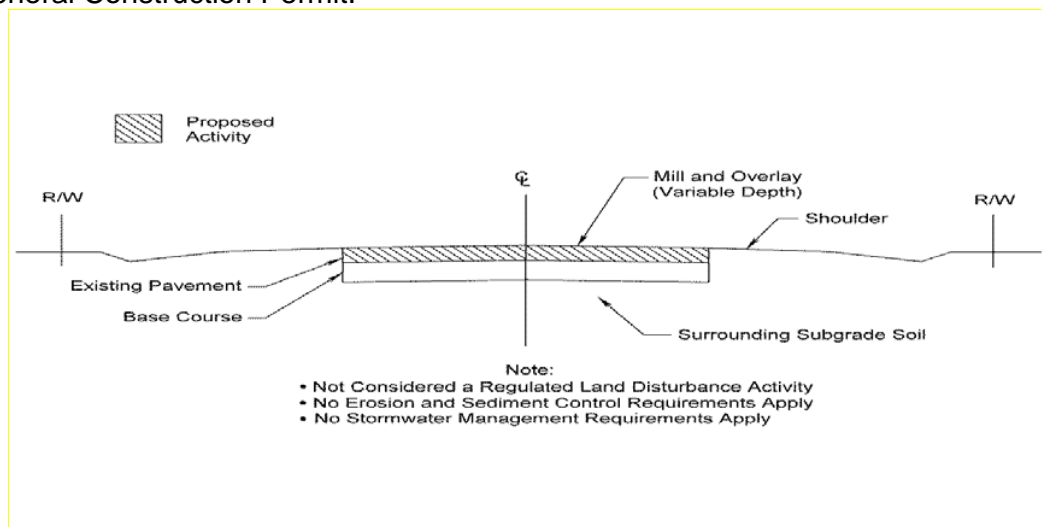
For any maintenance activity being classified as routine, proper documentation of original conditions must be kept on file at the District office. Documentation of original conditions can be in the form of old plans, photographs or other such documents depicting the original line and grade, hydraulic capacity, or original construction or purpose of the facility. Written and signed statements from those that know the history of the facility can also serve as documentation of the original conditions.

Roadway Construction and Maintenance Activities:

Scenario 1: Mill and Overlay ONLY (with no changes to geometrics)

In accordance with EPA's 2004 Q&A on the NPDES stormwater program, re-paving is not regulated under the storm water program unless one or more acres of underlying and/or surrounding soil are cleared, graded or excavated as part of the re-paving operation.

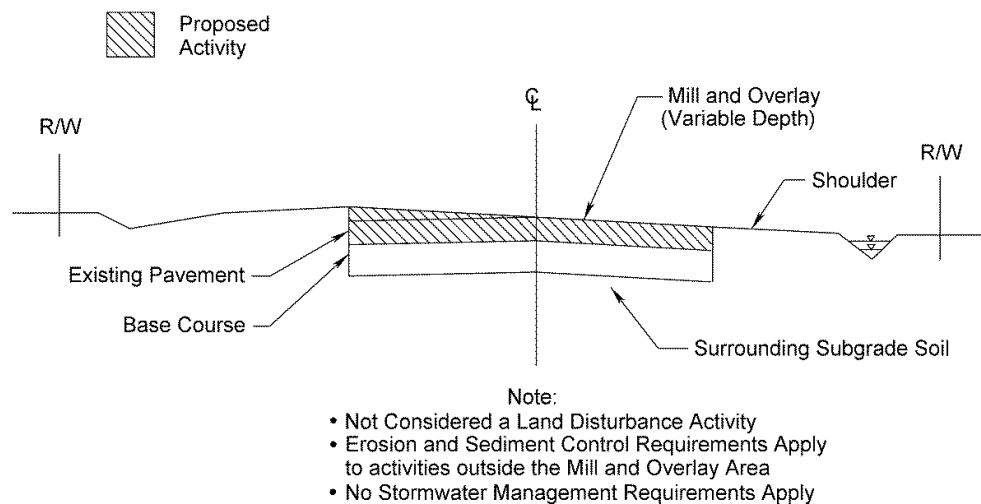
The removal and replacement of an existing pavement structure within the same footprint that DOES NOT EXPOSE the subgrade, such as mill and overlay, IS NOT a land disturbing activity under ESC or SWM. The area of such existing pavement would not be included with the other land disturbance areas of the project for the purposes of determining the applicability of the VSMP Regulations and the VPDES General Construction Permit.



Scenario 2: Mill and Overlay ONLY (with changes to geometrics)

In accordance with EPA's 2004 Q&A on the NPDES stormwater program, re-paving is not regulated under the storm water program unless one or more acres of underlying and/or surrounding soil are cleared, graded or excavated as part of the re-paving operation.

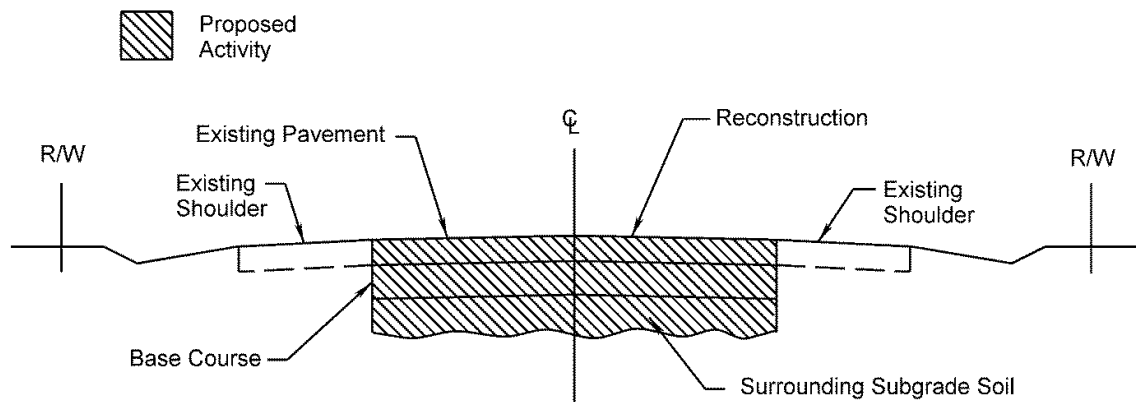
The removal and replacement of an existing pavement structure within the same footprint that DOES NOT EXPOSE the subgrade, such as mill and overlay, IS NOT a land disturbing activity under ESC or SWM. The area of such existing pavement would not be included with the other land disturbance areas of the project for the purposes of determining the applicability of the VSMP Regulations and the VPDES General Construction Permit. However, the project must take into consideration the potential changes in site hydrology for the affected conveyances, and they must be evaluated and be in accordance with the VDOT Drainage Manual.



Scenario 3: Full Depth Reconstruction of Travel Lane (within the existing footprint)

In accordance with EPA's 2004 Q&A on the NPDES stormwater program, if the surrounding soil is cleared, graded or excavated, the operation is a land disturbing activity. However, as presented in this example it meets the definition in the Virginia Stormwater Management Act's exemption for routine maintenance as defined under §62.1-44.15:34.C.7.

The removal and replacement of an existing pavement structure within the same footprint that DOES EXPOSE the subgrade IS considered a land disturbing activity; however it meets the definition of routine maintenance. Therefore, the area of such existing pavement would be included with the other land disturbance areas of the project for the purposes of determining the applicability of ESC regulations and requirements, but it would be exempt from the VSMP Regulations and the VPDES general Construction Permit.



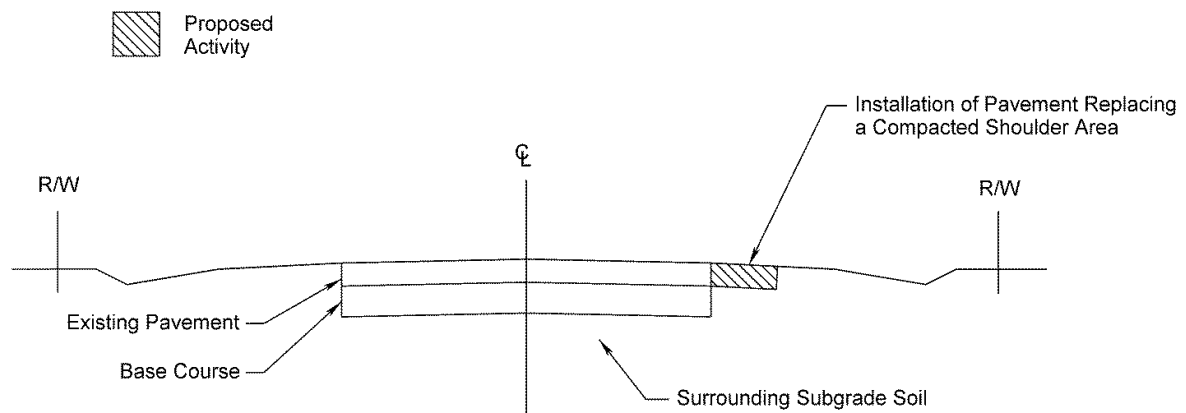
Note:

- Erosion and Sediment Control Requirements Apply to the disturbed area
- No Stormwater Management Requirements Apply

Scenario 4: Shoulder Reconstruction Within the Existing Footprint

In accordance with EPA's 2004 Q&A on the NPDES stormwater program, if the surrounding soil is cleared, graded or excavated, the operation is a land disturbing activity. However, as presented in this example it meets the definition in the Virginia Stormwater Management Act's exemption for routine maintenance as defined under §62.1-44.15:34.C.7.

Shoulder Reconstruction Within the Existing Footprint, such as Safety Improvement Projects, that include paving of an existing shoulder with a compacted or impervious surface and reestablishment of existing associated ditches shall be deemed routine maintenance. Therefore, the area of such existing pavement would be included with the other land disturbance areas of the project for the purposes of determining the applicability of ESC regulations and requirements, but it would be exempt from the VSMP Regulations and the VPDES general Construction Permit. Note: this would not include paving an existing compacted shoulder to create an additional lane. If the paving effort includes increasing the post-development impervious acreage from the pre-development acreage, the increase should be identified as redevelopment under the VSMP regulations.

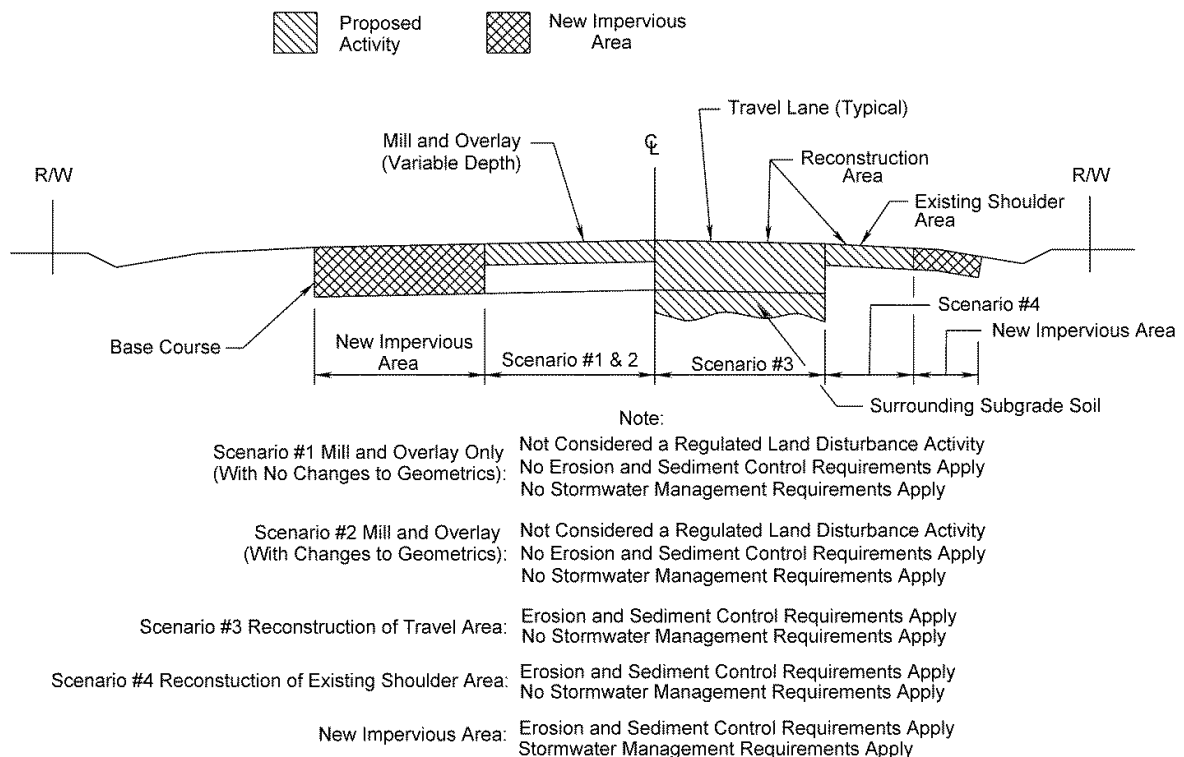


Note:

- Erosion and Sediment Control Requirements Apply to Pavement Replacement areas over the Compacted Shoulders
- No Stormwater Management Requirements Apply

Scenario 5: Combination of scenarios (i.e. combination of scenarios 1 through 4)

For projects that will have a combinations of scenarios, the DHE shall coordinate the application of such combination with the State MS4 Engineer and DEQ. The coordination shall include the necessary documentation to illustrate how the different scenarios will be addressed in each case.



Where there is any question as to the application of the routine maintenance definition to a land disturbing activity, the appropriate District Hydraulics Engineer should be consulted along with DEQ.

4.0 APPLICATION OF TECHNICAL CRITERIA

4.1 Applicable Technical Criteria

Part II of the VSMP Regulations (9VAC25-870-40 et. seq.) provides administrative and technical criteria for regulated land-disturbing activities.

Part IIB (9VAC25-870-62 et. seq.) contains the “new” technical criteria that include the Runoff Reduction methodology (for determining compliance with water quality requirements) and the Energy Balance Equation (for determining compliance with stream channel erosion requirements). Part IIB technical criteria are applicable to all projects unless the project qualifies for application of Part IIC.

Part IIC (9VAC25-870-93 et. seq.) contains the “old” technical criteria that include the Performance/Technology-Based methodology (for determining compliance with water quality requirements) and MS19 criteria (for determining compliance with stream channel flooding and erosion requirements). Part IIC technical criteria are only applicable if the project qualifies for grandfathering as discussed below.

Design criteria and engineering methodologies to comply with either Part IIB or IIC of the technical criteria in the VSMP Regulations can be found Chapter 11 of the VDOT Drainage Manual.

When requested by a locality’s VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent SWM technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality’s more stringent criteria. For any requests to be considered, the VSMP Authority’s more stringent criteria must: 1.) have been adopted pursuant to the Virginia Stormwater Management Act; 2.) the request is made in writing; and 3.) such requests are received prior to the completion of the project’s plans for use in the public involvement phase of the project (or other such phase where no public involvement process is required). If it is found that the more stringent local SWM requirements are not practicable for the VDOT project, it will be the responsibility of the SWM Plan Designer to implement the requirements to the maximum extent practicable and to demonstrate to the that VSMP Authority’s that the technical requirements are not practicable. Documentation shall be kept with the SWM Plan. Early coordination should occur between the SWM Plan Designer and the local VSMP Authority, in order to identify any such potential requirements or requests.

4.2 Grandfathering

Part II of the VSMP Regulations (9VAC 25-870-48) provides provisions for locality, state and federal projects to be grandfathered under Part IIC provided certain conditions are met. For the purposes of grandfathering VDOT projects, the project shall be considered grandfathered by the VSMP authority and shall be subjected to the Part IIC technical criteria provided the project that can demonstrate an obligation of local, state or federal funding, in whole or in part, prior to July 1, 2012, or the department has approved a SWM Plan prior to this date; a state VPDES permit has not been issued prior to July 1, 2014 and a land disturbance did not commence prior to July 1, 2014.

Any project that is considering utilization of the grandfathering provision shall be evaluated and documented by the District Hydraulics Engineer. The documentation shall clearly demonstrate an obligation of funds prior to July 1, 2012.

When evaluating a project for application of the Grandfathering provision, consideration should be given as to when the project will be advertised and when construction activities will begin. If the project will not begin construction activities prior to July 1, 2019, the project should be designed in accordance with the Part IIB (or the “new”) technical criteria. Land disturbing activities grandfathered under subsections A and B of the regulations shall remain subject to the Part II C technical criteria for one additional state permit cycle. After such time, portions of the project not under construction shall become subject to any new technical criteria adopted by the board.

This written evaluation and determination shall be coordinated with the State MS4 Engineer and DEQ. Upon DEQ approval, the status of a project/activity with regards to the grandfathering provision shall be documented using the appropriate note(s) in Section IV of the SWPPP General Information Sheets. If multiple UPCs exist for the project, each UPC should be evaluated separately to determine the extents or segments of the project that qualify for grandfathering. Portions of a project not under construction by July 1, 2019 will become subject to the new technical criteria adopted by the board.

In cases where governmental bonding or public debt financing has been issued for a project prior to July 1, 2012 such project shall be subjected to the Part IIC technical criteria (no limit to grandfathering period specified in regulation).

Projects eligible for grandfathering may still use Part IIB of the technical criteria. However, in doing so, the design details and pollutant removal efficiency of the BMPs shall be in accordance with the information on DEQ’s BMP Clearinghouse website or identified on VDOT’s approved BMP Standards and Special Provisions.

4.3 Phasing of Construction Project and Associated SWPPP

This section applies to all VDOT projects which will run design and construction in tandem efforts, including D/B projects which are on an expedited delivery schedule.

Where a project will be constructed in phases, the SWPPP shall include an ESC Plan, a SWM Plan, and P2 Plan for each phase that includes the scope and extent of land-disturbing proposed for that phase. The SWPPP for the individual phases will be self-sustaining and not incur a deficit in post construction SWM design requirements requiring mitigation on successive phases. These minimum requirements must be satisfied prior to VPDES permit registration.

The initial SWPPP shall cover, at a minimum, the following items:

- Preliminary construction plans (30-50% complete) documenting the limits of construction and work to be performed;
- ESC Plan for initial phase based upon the existing conditions and work needed for clearing and grubbing, maintenance of traffic, and proposed upland grading;
- Pollution Prevention (P2) Plan for initial phase; and
- Post-Construction SWM including required documentation and calculations, location of all outfalls, identification and description with the water quantity and quality requirements, a topographical site map, and a narrative describing the existing and proposed site conditions.

The initial SWPPP shall contain all required plan content addressed in the VPDES Construction Permit, Stormwater Management Regulations and Erosion and Sediment Control Regulations.

4.4 Selection of Manufactured Treatment Devices (MTDs) and Underground BMPs

In selecting proprietary stormwater systems (MTDs or Underground BMPs), designers and VDOT should strive to design and specify the system that provides the best value to VDOT, considering a variety of factors. Designers should evaluate and compare traditional/conventional Stormwater Management Facilities ("SWM Facilities" - detention, extended detention, filtration systems and infiltration systems) and the proposed underground or manufactured systems to ascertain if the overall value to VDOT is better. This evaluation should include a comparison of capital costs (land, materials and labor), as well as anticipated long-term operation and maintenance costs over the life cycle of the MTD or underground SWM Facilities in comparison to conventional, non-proprietary SWM Facilities alternatives open to the ground surface. When the total life cycle cost for a conventional SWM Facilities alternative is less than for a MTD or underground SWM Facilities, consideration must be given to use of the conventional system, even if the capital costs are higher, unless acquisition of additional R/W or easements are expected to delay the overall project schedule.

If an MTD or underground SWM Facilities determined to be the most appropriate solution, the plans and specifications should identify the minimum performance criterion that the system is expected to meet. Performance criteria may include geometric, hydraulic, materials, operation and maintenance, and water quality characteristics. These performance criteria become the basis for specification and procurement. Specific proprietary systems should not be specified. All products should be selected from the Approved Products List (when feasible) and any water quality performance characteristics (e.g. efficiency, allowable flow rates, etc.) shall be as approved by DEQ.

5.0 EXCEPTIONS FROM TECHNICAL CRITERIA

For those land-disturbing activities where it is determined that water quality requirements cannot be totally achieved utilizing onsite BMPs and/or offsite options (see Chapter 11 of the VDOT Drainage Manual), an exception from the portions of the technical criteria unachievable (e.g., relief from the improvement factor of Energy Balance Equation) may be considered and granted by DEQ provided that VDOT coordinates with DEQ and submits a written exception request. The designer or project manager should coordinate consideration of any exceptions directly the DHE. If deemed warranted or necessary, the DHE will assist in documenting the request for exception. This effort shall be documented in accordance with VDOT's Annual Standards and Specifications, including the completion and submittal of LD-445G form, coordinated by the DHE to the State MS4 Engineer and DEQ.

The request shall include documentation of the need for the exception. The documentation shall describe all means and methods evaluated for meeting the water quality/quantity requirements and the reasons why specific means or methods were determined not feasible. The documentation shall also state that the exception being requested is the minimum necessary to afford relief. Economic hardship alone is not sufficient reason to request an exception.

Any approved exception is to be documented and included in the SWPPP for the project/activity. The appropriate SWPPP General Information Sheet notes are to include the date the exception was approved, by whom it was approved and the nature of the exception (e.g., increased reliance on nutrient credits to ____ lbs. in exceedance of the 25% allowable off site). This same information should be noted and included with other registration information when applying for coverage under the VPDES Construction Permit.

6.0 REVIEW AND APPROVAL OF ESC PLANS

See Section 10.2.2.1 of the VDOT Drainage Manual for certification requirements and review and approval of ESC Plans.

7.0 MAINTENANCE CONSIDERATIONS

Requirements for maintenance of SWM Facilities, the schedule for inspection, maintenance operations, and the identification of persons responsible for the maintenance is addressed in the VDOT Maintenance Division's BMP Inspection and Maintenance Manuals. The long-term operations and maintenance requirements for any SWM Facility shall be considered during SWM Plan development. The applicable inspection and maintenance section of each manual shall be noted using the appropriate note(s) in Section IV of the SWPPP General Information Sheets.

8.0 RECORDKEEPING AND REPORTING

8.1 SWPPP General Information Sheets

The VPDES MS4 and Construction Permits require VDOT to annually report information to DEQ such as the location, type, acres treated and the affected receiving waters of all SWM Facilities (BMPs) installed.

8.2 LD-445D and LD-458 Submittals

BMP information is to be recorded on the SWPPP General Information Sheets and reported through the VPDES Permit Termination Notice Form LD-445D. See the current IIM-LD-242 and Chapter 10 of the VDOT Drainage Manual for additional information.

The LD-458 Surplus Tracking Form will be used to collect any additional phosphorus credit generated by a specific project that could be applied to the TMDL Action Plan in a specific watershed. This form is to be submitted to the State MS4 Engineer for coordination with the Environmental Division.

8.3 Construction Record Drawings

Construction record drawings are required for all permanent SWM Facilities, including approved shop drawings for MTDs, and shall be appropriately signed and sealed by a person registered in the Commonwealth of Virginia as a professional architect, engineer, land surveyor or landscape architect and qualified in the responsible administration of the BMP construction. Construction record documentation shall be provided for all permanent SWM Facilities. The registered professional shall certify that all SWM Facilities have been constructed and made functional in accordance with the SWM Plan. The form LD-445D shall be used to document this certification process. The official record drawings for the project include both the plan drawings and record drawing survey.

Any changes to the proposed SWM Plan or BMPs necessitated during the construction phase of the project, that affects the proposed construction details or the BMP design information shown in the construction plans or documentation, shall be coordinated by the VDOT construction manager with the appropriate VDOT District Hydraulics Engineer. If as-built documentation for permanent SWM Facilities deviates from the approved plans, the Area Construction Engineer should request a review by the District Hydraulics Engineer to determine if modifications to the facility are needed prior to acceptance. As-built documentation should be submitted as early as possible but no less than 30 days prior to expected acceptance. Significant deviation from the approved drawings may delay project acceptance. The record set of construction plans and the BMP information tables in the construction plans or documentation are to be formally revised to reflect any authorized/approved changes to the proposed SWM Plan and/or the proposed BMP construction details. All plan revisions shall be completed in accordance with the VDOT Road Design Manual and the VDOT Construction Division's IIM-CD-2013-12.01, signed and sealed in accordance with Department's sealing and signing policy IIM-LD-243 and filed with the record set of construction plans maintained in the VDOT ProjectWise Plan File Room.

Inspection forms specific to the BMP type(s) should be used to document the construction/installation process. A final inspection for SWM Facilities/BMPs shall be conducted by the VDOT construction manager, the Area Construction Engineer (ACE), the VDOT DHE, the VDOT Maintenance Division Infrastructure Manager (or designee), and the NPDES Coordinator (or their designees). The inspection shall be conducted prior to final project acceptance to identify any required corrective actions, allowing the contractor to perform these corrective actions. The final inspections should be conducted as early as practicable to allow time for corrective actions. Reinspection may be required after receipt of the as-built documentation.

8.4 Transfer of VDOT Responsibility to Others

The footprint occupied by a BMP, that is installed as part of a VDOT project and is part of VDOT's post-construction SWM Plan, may be utilized for other land use and development, provided that all VSMP requirements are transferred to another entity (e.g. developer or locality). An example project would be where a private developer intends to utilize the area occupied by the BMP for parking spaces to service a shopping center. Prior to the transfer of land and elimination of the BMP, the entity shall demonstrate certain conditions have been met:

1. The entity (e.g. developer or locality) shall provide the applicable District Hydraulics Engineer a conceptual plan of how they are going to account for VDOT's SWM requirements;

2. Upon approval from the District Hydraulics Engineer, the entity shall provide an executed agreement stating the SWM requirements are to be transferred to the entity in perpetuity. This agreement shall not preclude any requirements of the VSMP Authority including an executed maintenance agreement for the replacement BMP(s);
3. Demonstrate to the District Hydraulics Engineer that all VSMP requirements will be transferred to another entity (e.g. developer or locality) to the satisfaction of the applicable VSMP Authority. The SWM Plan and maintenance agreement that is submitted to the VSMP Authority for review and approval must include the post-construction SWM requirements that are currently being satisfied by the existing BMP;
4. Replacement BMPs have been constructed and made operational prior to removal of VDOT's BMP and transfer of land; and
5. All maintenance agreements with the applicable VSMP Authority have been executed and recorded to carry with the land.

It is important to note that the release of an existing VDOT easement requires a separate VDOT Property Management disposal process. Compensation for the release of easement rights will be required and easements will be conveyed by quitclaim deed. Easement releases should be coordinated with the Property Management Program Manager, 1401 East Broad Street, Richmond, VA. 23219.



SHARON BULOVA
CHAIRMAN

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JUL 17 2019
Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

Dear Secretary Valentine:

Fairfax County recognizes the critical importance of transportation projects to our community and continues to support the Commonwealth's efforts to advance multi-modal mobility in the region to improve our quality of life. We also know that transportation projects add significant impervious area to the Chesapeake Bay's and Fairfax County's watersheds and have significant negative impacts on water quality. Fairfax County would like to partner with the Virginia Department of Transportation (VDOT) to develop solutions to the stormwater management issues associated with transportation projects.

We reviewed VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.10 regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum (starting on sheet 6) notes that, "*When requested by a locality's VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria.*"

Fairfax County's Stormwater Management Ordinance provides the technical criteria for regulated land-disturbing activities in Fairfax County. The criteria are provided in Article 5 of Chapter 124 of Fairfax County's Code of Ordinances, available at:
https://library.municode.com/va/fairfax_county/codes/code_of_ordinances

We believe these criteria are more stringent than Parts II B and II C of the Virginia Stormwater Management Program (VSMP) Regulations. Therefore, on March 19, 2019, the Fairfax County Board of Supervisors voted to, and now formally requests that all current projects under design for use in the public involvement phase and future VDOT projects located in Fairfax County meet the County's local stormwater management regulations. Per IIM-LD-195.10, if it is found that our more stringent local stormwater management requirements are not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation to the County demonstrating that the technical requirements are not fully feasible. Additionally, Fairfax County requests that all stormwater management facilities designed to meet local

stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova
Chairman
Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
David K. Paylor, Director, Virginia Department of Environmental Quality
Bryan J. Hill, Fairfax, County Executive
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)
Bill Hicks, Director, Land Development Services
Tom Biesiadny, Director, Fairfax County Department of Transportation
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Mangement Division
Brian Keightley, Director, DPWES, Urban Forest Management Division



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JEFFREY C. MCKAY
 CHAIRMAN

December 1, 2020

The Honorable Shannon Valentine
 Secretary of Transportation
 P.O. Box 1475
 Richmond, Virginia 23218

Reference: Fairfax County Comments on I-495 Express Lanes Northern Extension Project Draft Design Plans

Dear Secretary Valentine:

On December 1, 2020, the Fairfax County Board of Supervisors approved comments regarding the draft design for I-495 Express Lanes Northern Extension (I-495 NEXT) Project. I-495 NEXT project is important to Fairfax County. The Board continues to support the Commonwealth's efforts to reduce congestion and provide additional travel choices in the Capital Beltway Corridor and to move the most people as efficiently as possible in this region. Furthermore, the project's proximity to Tysons and McLean also signifies that improvements in the Corridor will have lasting effects on accessibility and increased economic opportunity for surrounding communities in Fairfax County. The project provides significantly greater benefit if Maryland completes their system of managed lanes, particularly increasing the capacity of the American Legion Bridge.

Considering the implications of the I-495 NEXT project, it is essential that citizens are well informed of its scope and resulting impacts. As previously communicated, the Board requests that VDOT continue to allow time for the public to provide feedback on the project prior to executing a final contract with the concessionaire.

Fairfax County has been engaged with this project from its inception and appreciates VDOT's efforts to address many of the project issues. The Board looks forward to continued and improved coordination as project design progresses. As part of those efforts, the Board offers the following comments regarding the I-495 NEXT draft design plans released in February 2020. These comments should not be construed as a County endorsement of the I-495 NEXT project.

- 2025 Traffic Operations Prior to Maryland Managed Lanes
 - The Board acknowledges VDOT's effort to analyze the 2025 traffic conditions in the event managed lanes north of the American Legion Memorial Bridge (ALMB) in Maryland are not complete. Aside from the Board's concerns regarding travel time and level of service degradation at arterial intersections in this scenario, it will be critical to coordinate design efforts to ensure an adequate transition prior to the implementation of Maryland's managed lane system. Based on the current schedule, I-495 NEXT is expected to be completed prior to Maryland's system of managed lanes. It is critical that VDOT address the temporary impacts of opening prior to the opening of Maryland's managed lanes to ensure a safe transition to the existing ALMB configuration in the interim.
 - As construction plans are developed, construction phases for both projects should seek to minimize reconstruction at the tie-in segments and reduce unnecessary disturbance to surrounding communities between construction phases.

- Since the project will be more effective once Maryland improves the American Legion Bridge, the Board recommends that VDOT continue to closely coordinate with Maryland on the two projects to ensure that these transportation improvements are well integrated and beneficial to the region. Recognizing that Maryland has solicited proposals from multiple private partners for their project, including improvements to the American Legion Bridge as a first phase, the Board strongly urges that VDOT make every effort to minimize the time between the opening of I-495 NEXT and the Maryland project.
- Stormwater
 - The Board recognizes the importance of transportation projects to our community. However, it is also critical to minimize the negative water quality impacts that the additional impervious area has on County watersheds. This is critically important in the McLean area adjacent to the I-495 NEXT project, which has experienced significant flooding during recent storms. Based on the current plan, VDOT anticipates about 3,000 linear feet of stream impacts, mostly located along Scotts Run between Lewinsville Road and Old Dominion Drive. Increased imperviousness from the I-495 NEXT project has significant potential to exacerbate already prevalent stream degradation and flooding issues, particularly at Scotts Run.

For over a year, County staff has worked with VDOT to coordinate the efforts on stormwater management design for this project. As has been discussed in those meetings and via the attached letters to Department of Environmental Quality (Attachment 2) and to Office of the Secretary of Natural Resources (Attachment 3), VDOT should pursue on-site restoration of Scotts Run within the project limits and state transportation projects should meet local standards for stormwater management when the local standards are more stringent to the extent possible. Most recent discussions with VDOT indicate the potential to partner with Fairfax County on stream restoration for Scotts Run. Though these discussions are ongoing, such a partnership would be in addition to the project's state stormwater requirements and help address on-site mitigation.

Along with comments in Attachment 1, the Board requests VDOT consider these requests below prior to advancing the I-495 NEXT project:

- Stormwater Management (SWM) Requirements –The Board requests that this project meet the current County SWM requirements rather than the state grandfathered SWM conditions. As stated in the letter to VDOT on July 17, 2019, and presented in Attachment 2, Fairfax County's criteria is more stringent than VSMP Parts II B and II C of VSMP Regulations, and the Board requests that this project meet these SWM requirements. If meeting our local stormwater management requirements is not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation demonstrating that the technical requirements are not fully feasible.
- Water Quantity Control – The majority of runoff from the new lanes will be piped directly to Scotts Run stream or the Potomac River with no detention, worsening downstream flooding and erosion along Scotts Run. Road flooding impacts both Fairfax County and VDOT infrastructure. The Board is also concerned about tree loss due to stream erosion downstream of I-495. The Board acknowledges that the provision of underground detention may present difficulties with relation to future maintenance and safety. However, the Board requests VDOT pursue underground detention within the

right-of-way to the extent feasible to prevent negative impacts to Scotts Run and downstream areas.

- **Stream and Wetland Impacts** – Based on the current plan, the project will generate up to 3,000 linear feet of stream impacts and affect 19.8 acres of impacted wetlands. County staff has requested additional consideration for permittee-responsible mitigation along Scotts Run, particularly between Lewinsville Road and Old Dominion Drive. This stream section is mostly within VDOT right-of-way and directly adjacent to the project limits. In previous discussions, VDOT agreed to explore on-site stream mitigation. Discussions with VDOT on this stream restoration are ongoing.
- **Water Quality** – VDOT’s interpretation of routine maintenance exempts the project’s existing impervious area from the state SWM requirements, so the existing impervious surface will remain largely untreated. Under county stormwater standards, the existing impervious area would also be treated. Additionally, the project will not meet its minimum on-site water quality requirements and will purchase 80 percent of its required nutrient reduction offsite outside of Fairfax County. The Board requests VDOT apply enhanced outfall stabilization practices to meet the project’s water quality requirements on site to the extent possible.
- **Resource Protection Area (RPA) Impacts** – The Environmental Assessment (EA) cites up to 75.5 acres of temporary and permanent impacts to the RPA. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. Given that the project will not meet minimum water quality requirements, the Board requests that the project meet the RPA replanting requirements detailed in Fairfax County Code Chapter 118 Chesapeake Bay Preservation Ordinance and Public Facilities Manual Chapter 12 (12-0316.4) in the Scotts Run stream valley section between Lewinsville Road and Old Dominion Drive.

While the Board recognizes the constraints faced by linear projects like I-495 NEXT, we also believe that transportation projects, particularly of this magnitude, should strive to minimize negative effects on water quality, local streams, and ultimately the Chesapeake Bay. The cumulative impact from the project’s failure to address each of the bullets above will worsen the already degraded condition of the Scotts Run stream valley. Although there are limited options to manage stormwater within the right-of-way, there are other mitigation opportunities within the Scotts Run watershed. Those additional mitigation opportunities are being discussed with VDOT, and the Board is committed to working with VDOT to help meet the project’s stormwater obligations.

- **Bike/Pedestrian Facilities**
 - The bicycle and pedestrian facilities are critical to addressing the varied mobility needs of the region. Fairfax County’s Comprehensive Plan recommends a major regional trail along I-495. Such a facility is intended as a link between Maryland and Virginia. The I-495 NEXT project has committed to providing this trail. The provision of this major regional trail is imperative to providing nonmotorized transportation alternatives and reducing single occupancy vehicles in the region. As the Commonwealth coordinates with Maryland on the vehicular improvements to the

ALMB, all efforts should be taken to ensure the continuation of this trail into Maryland for pedestrians and bicyclists.

- Tysons is located at the southern end of the I-495 NEXT project. The connection of pedestrian and bicycle facilities as part of this major regional trail and along the secondary streets to Tysons is critical to providing a comprehensive transportation network that meets the needs of this growing community. Currently the major regional trail ends at Lewinsville Road, north of Tysons. VDOT should make all efforts to provide a safe and consistent pedestrian and bike connection from this major regional trail to and within Tysons.
 - VDOT should confirm that the design plans will be revised, per previous discussions, to include the pedestrian facility on the north side of Georgetown Pike bridge across I-495 and remove the center striping at the Live Oak Drive overpass to facilitate a more comfortable pedestrian and on-road biking environment.
 - The I-495 NEXT project should make all efforts to promote pedestrian and bicycle connections to this major regional trail and along secondary streets. Furthermore, any design elements of the I-495 NEXT project should not preclude the provision of pedestrian and bicycle facilities outlined in the County Trails Plan and Bicycle Master Plan in the future.
 - VDOT should continue coordination with the surrounding community on the location of the trail.
- Right-of-Way
 - The Board supports the additional considerations given to minimizing right-of-way impacts to our residences, businesses, parks and natural resources. To better understand the impacts of the project, the Board expects additional details on the nature of any properties or portions of property needed for right-of-way or construction purposes and that limitations on property takings are included in the contract with the concessionaire. Similar to the Transform I-66 project, the I-495 NEXT project should continue to make stringent efforts to further reduce right-of-way impacts to surrounding properties.
- Enhanced Transit
 - A clear advantage of the managed lanes is that they support more reliable and more efficient bus service in the corridor. The Board acknowledges the I-495 American Legion Bridge Transit and TDM Study led by Maryland Department of Transportation (MDOT)/ Maryland Transit Administration (MTA) and Virginia Department of Rail and Public Transportation (DRPT), which seeks to find multimodal solutions for the corridor. Prior to the completion of this study, it is imperative that additional community outreach occur to ensure that feedback from the community is considered in any final recommendations. In addition to this effort, Fairfax County has included a new bus route over ALMB in its Transit Network Study. Considering the potential for new transit routes via the Express Lanes, VDOT should incorporate the findings and recommendations of the Transit and TDM Study and County's Transit Network Study prior to final action on I-495 NEXT.
- Elevated Ramps
 - Some flyover and interchange ramps along the project have been designed with high elevations to allow for adequate clearances and connections between travel lanes. Alternative concepts to the high elevation ramps should be evaluated and considered for minimizing noise, visual and right-of-way impacts upon nearby residential communities. This is a special concern regarding the ramp from the northbound I-495 Express Lanes to George Washington Parkway and the interchange at Dulles Toll Road and I-495.

- A separate reassessment of the design and environmental impacts should be completed before construction of any ramps beyond Phase 1 of the Dulles Toll Road and I-495 interchange. The reassessment should also include a significant community engagement effort to ensure the community is well informed of any impacts and has an opportunity to provide input on the design.
- Previous discussions occurred in 2010 regarding the interchange at the Dulles Toll Road and I-495. At that time, the Board requested additional renderings depicting the impact of the ramps on the surrounding community. To date, that information has not been received and should be provided for review. Such information should clearly depict the impact and height of the ramps in a manner readily understood by the public.

- Park Impacts

- Cultural Resources:
 - Park Authority staff recommends any areas with ground disturbance throughout the project corridor that are not previously surveyed should undergo a Phase I archaeological survey. If sites are found that are potentially significant to the history of Fairfax County, or potentially eligible for inclusion onto the National Register of Historic Places, they should undergo Phase II archaeological testing. If sites are found significant or eligible, avoidance or Phase III data recovery is recommended.
- Natural Resources:
 - All development on Park Authority property must comply with its Policy 201, Natural Resources, and agency-wide Natural Resource Management Plan (NRMP). Of note is Section 7 of the NRMP:

Avoid adverse impacts to natural areas, mitigate unavoidable impacts from construction and maintenance projects and require restoration and rehabilitation of impacted natural resources.

- i. Minimize impacts to forests, meadows and other natural areas from human use.
- ii. Protect significant natural communities and species.
- iii. Require restoration of impacted natural resources when use of parkland causes damage to them.

If impacts cannot be avoided, staff requests a design that minimizes impacts and a mitigation plan for any losses, which should be coordinated with the Park Authority. This mitigation plan will need to clarify the extent of construction that will occur on Park Authority property as well as the impacts to natural resources.

- Park Authority recommends the rehabilitation for any temporary impacts to natural resources to Park Authority standards and mitigate/compensate for permanent impacts to natural resources on Park Authority managed lands. This requirement shall apply to any natural resource impact (terrestrial or aquatic) that is not regulated under the jurisdiction of any federal or state agency.
 - Due to the proximity to parkland, this project should only use common native species including perennials and seed mixes. The Park Authority requests that the applicant utilize common plant species generally native to Fairfax County, including trees, perennials, and seed mixes, to provide the greatest ecosystem benefit.
- Design and Construction Recommendations:

- Depending on the final scope of the work, spoils should be removed from offsite dumping of debris and properly secured by a barrier to eliminate future offsite dumping on parkland.
 - The extension of noise walls on/near Scotts Run Nature Preserve/Live Oak Drive will need further discussion on the design and potential impacts as the design progresses. The Board acknowledges that VDOT has recently proposed to add the noise wall along the gap at Live Oak Drive.
- Failing Conditions at Studied Intersections
 - The Board acknowledges travel time along the Capital Beltway corridor is generally improved by I-495 NEXT in both 2025 and 2045 once Maryland completes their managed lane system based on the traffic analysis. However, there are adjacent intersections that operate poorly in both the 2025 and 2045 analysis compared to the No-Build scenario. Based on the transportation analysis provided in the Environmental Assessment, there are adjacent intersections that operate poorly compared to the No-Build condition in both 2025 and 2045 analysis. After further evaluation, the I-495 NEXT design plans should incorporate any needed context-sensitive mitigation measures to address the impacts of these intersections.
- Implementation Issues
 - VDOT has made extensive efforts to coordinate with County staff on project designs, pedestrian/bicycle facilities, and stormwater, among other aspects of the project. These efforts are expected to provide substantial opportunity for input and consideration for the implementation of the I-495 NEXT project. The Board emphasizes that these efforts should continue and the following considerations be included with further design efforts:
 - Ensuring that sound walls are replaced rapidly after the existing wall is removed,
 - Minimizing park impacts,
 - Developing an aggressive maintenance of traffic plan for roadway and pedestrian/bicyclist accessibility,
 - Ensuring sufficient time to coordinate traffic and design changes with County staff and Supervisors' offices, as well as the impacted communities,
 - Minimizing night construction in areas adjacent to residential neighborhoods,
 - Maintaining proper erosion, siltation and stormwater management equipment and facilities during construction,
 - Developing an effective landscaping and tree replacement plan,
 - Minimizing disruption during construction,
 - Minimizing construction that impacts bus services especially at peak times, and
 - Including proper temporary roadway striping capable of maintaining visibility at night and in inclement weather.
- Noise Impacts
 - The Board remains concerned about the soundwalls along George Washington Memorial Parkway. The Board requests that VDOT continue coordination with the National Park Service to address any concerns associated with the installation of soundwalls along the George Washington Memorial Parkway.
 - The Board also requests that VDOT conform to the previous commitments on soundwall installation as detailed in the March 2009 letter from Secretary Homer.
- County Involvement in Design Review Process

- The Board recognizes that the design concepts presented in the EA represent preliminary designs and the Public-Private Partnership are important opportunities to allow creativity in the final design to reduce costs, simplify maneuverability of systems, and further reduce impacts on the community. The Board requests VDOT share the design plans with County staff prior to final approval for major design submittal packages.

Additional County comments can be found in the attachments to this letter. Fairfax County appreciates the work that has been undertaken through the design development process to date and the opportunity to provide comments. We also look forward to working closely with the Commonwealth and developing a mutually beneficial project to County residents and the region.

If you have any questions or need additional information, please contact Martha Coello of the Department of Transportation at Martha.Coello@fairfaxcounty.gov or 703-877-5682.

Sincerely,

Jeffery McKay
Chairman

Enclosure:

- Attachment 1: Combined List of Comments from Fairfax County staff on I-495 NEXT Draft Design
- Attachment 2: DPWES Letter to DEQ on I-495 NEXT Water Quality on June 30, 2020
- Attachment 3: DPWES Letter to Natural Resources on State Transportation Project SWM Concerns August 14, 2020 and BOS Letter to VDOT on SWM Requirements July 17, 2019

cc: Members, Fairfax County Board of Supervisors

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Helen Cuervo, District Administrator, VDOT, Northern Virginia
Susan Shaw, Megaprojects Director, VDOT
Barbara Byron, Director, Department of Planning and Development
Randy Bartlett, Director, Department of Public Works and Environmental Services
Kirk Kincannon, Director, Fairfax County Park Authority

Attachment 1: Fairfax County Staff Comments on I-495 NEXT Draft Design for Public Hearing

DPWES Stormwater

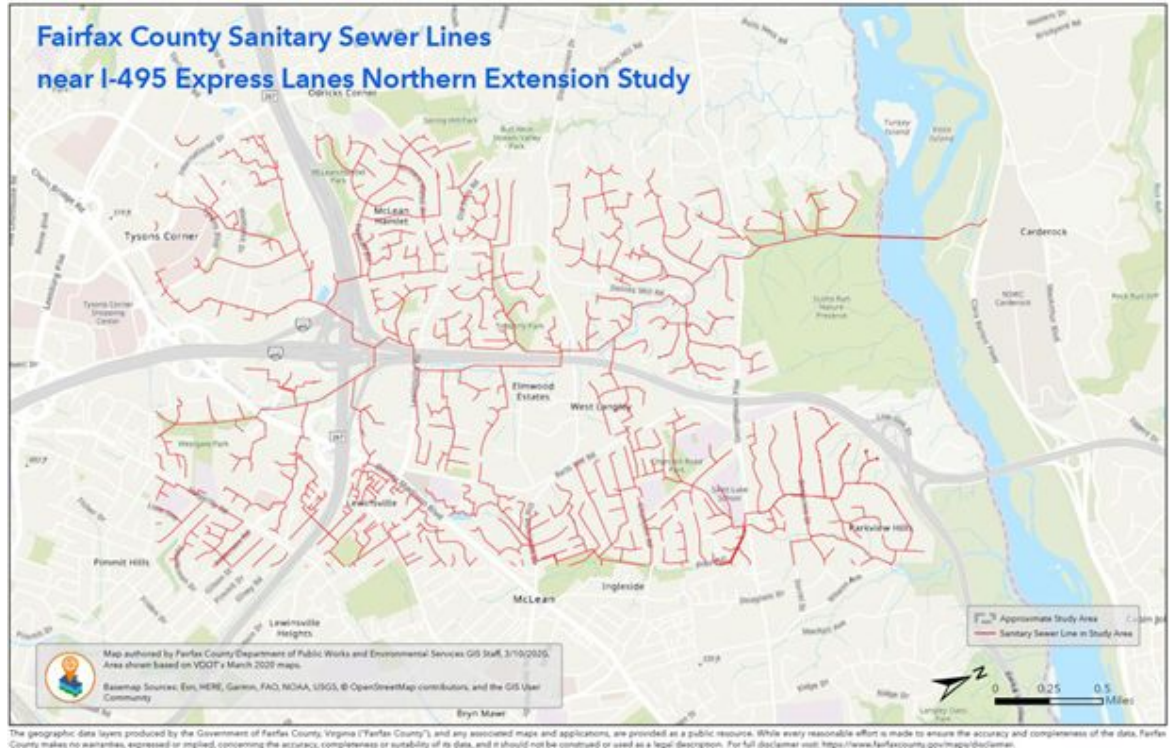
- **SWM Requirements**- The current plan fails to follow the county's request to meet local stormwater management (SWM) requirements. The project will meet state VSMP regulations as detailed in VDOT IIM-LD-195-12. Additionally, it is the county's understanding that the project will meet the old grandfathered SWM conditions rather than current requirements.
- **Water Quality**- The project will not meet its on-site water quality requirements. VDOT will ask for an exception from DEQ to meet up to 80% of their phosphorus reduction off site in a nutrient bank outside of Fairfax County. DPWES Stormwater urges VDOT to explore using enhanced outfall stabilization practices to provide water quality improvements on site. At the August 21, 2020, meeting with VDOT, Virginia Department of Environmental Quality (DEQ), FCDOT, and DPWES staff, VDOT said that the project will incorporate several outfall enhancements into the SWM plan.
- **Water Quantity Control**- Existing 495 lanes largely lack SWM. VDOT's interpretation of routine maintenance exempts the project's existing impervious area from the state SWM requirements, so the existing impervious surface will remain largely uncontrolled. The majority of runoff from the new lanes will be piped directly to Scotts Run stream or the Potomac River with no detention, worsening downstream flooding and erosion along Scotts Run. Road flooding impacts both Fairfax County and VDOT infrastructure. Georgetown Pike at Scotts Run Nature Preserve has a history of flooding, most recently in the July 8, 2019, storm. Following the July 8 storm, VDOT replaced roadway and a bridge where Swinks Mill Road crosses Scotts Run. The county is looking at purchasing a repetitive loss property on Swinks Mill Road with FEMA funds. There are also numerous complaints regarding tree loss due to stream erosion downstream of 495. DPWES Stormwater encourages VDOT to pursue underground detention within the ROW to the extent feasible.
- **Stream and Wetland Impacts**- Based on the current plan, the project will generate about 3,000 linear feet of stream impacts. According to the EA, the plan will also impact 19.8 acres of wetlands. DPWES Stormwater requests VDOT's design/build team complete permittee-responsible mitigation along Scotts Run, particularly between Lewinsville Road and Old Dominion Drive. This stream section is mostly within VDOT right-of-way and directly adjacent to the project limits. Most recent discussions with VDOT indicate the potential to partner with Fairfax County on stream restoration for Scotts Run.
- **Resource Protection Area (RPA) Impacts**- The EA cites up to 75.5 acres of temporary and permanent impacts to the RPA. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. The project will not meet its on-site water quality requirements and require an exemption from DEQ. Given that the project may not meet minimum water quality requirements, DPWES Stormwater requests that the project meet the RPA replanting requirements detailed in Fairfax County Code Chapter 118 Chesapeake Bay Preservation Ordinance and Public Facilities Manual Chapter 12 (12-0316.4) in the Scotts Run stream valley section between Lewinsville Road and Old Dominion Drive. The potential partnership between VDOT and Fairfax County on the stream restoration referenced in the bullet above would include RPA replanting.

- **Revegetation-** When restoring disturbed areas within the 495 project area, DPWES Stormwater requests that VDOT develop and implement a Non-Native Invasive Management Plan (NNIMP), encourages VDOT to restore areas within Waters of the United States corridors with a mix of plants, shrubs, and trees including native plant seed, live stakes, and nursery stock and provide monitoring, invasives treatment, and replanting of restoration areas for a period of two years after construction is complete and restoration vegetation is installed. The potential partnership between VDOT and Fairfax County on the stream restoration referenced in the bullet above would include these revegetation practices.

While DPWES Stormwater recognizes the constraints faced by linear projects like the 495 Express Lanes Northern Extension, we also feel that transportation projects, particularly of this magnitude, should strive to minimize impacts to water quality and our local streams.

DPWES Wastewater

- Please find a map of Fairfax County wastewater infrastructure both crossing and within the general area of the 495 NEXT Beltway expansion project below



- As the project details become more refined, Fairfax County Wastewater Planning and Monitoring Division (WPMD) will need to be given the opportunity (at an early stage) to review the project design plans for potential impacts on wastewater infrastructure (i.e. relocated storm sewer within close proximity (vertical or horizontal) to wastewater infrastructure, significant cut or fill required for road grading that impacts the depth of the existing wastewater pipes, storm water ponds on top of existing wastewater easements, heavy construction equipment on top of shallow existing sewers, etc.).

Fairfax County Public Schools

- The only concerns are if sections of Old Dominion or Lewinsville roads area going to be closed during construction. Both of these roads have house stops along them and are routes used by the majority of buses that service the Langley/McLean and Great Falls areas. Also construction/ lane closures at the 495 on and off ramps to Georgetown Pike and the backup this will cause during afternoon rush hour. An area that is already going to have backups due to Cooper Middle being under construction.

Department of Neighborhood and Community Services

- Are pedestrian pathways/ bike lanes protected (from traffic, pollution, noise) by the noise barrier (or other structures) in all places?
http://495next.com/documents/pim052019/pim052019_presentation_v2.pdf
 - Live Oak Drive Design Concept
 - Georgetown Pike Design Concept
 - Old Dominion Drive Design Concept
- More information is needed about the “shared use” paths in the proposed designs (see existing proposals for 2025 + 2045 and previous comment about design of pedestrian/bike pathways).

Health Department

- All new facilities should connect to the existing bicycle and pedestrian network to allow for convenient active transportation options, reducing vehicle emissions and providing users with the opportunity for physical activity.
- All grade crossings should be well marked and visible by drivers. Crossings should prioritize cyclists and pedestrians, including crossings at highway on-ramps and off-ramps, with features such as bike-ped traffic light cycles and other safety measures.
- Every effort should be made to build all shared use paths at once, to provide the greatest connectivity and thus greatest use.
- Every effort should be made to ensure drivers are aware of cyclists and pedestrians in the vicinity of the project. Signage, along with driver outreach and education should be budgeted as part of this project.

Fairfax County Park Authority

Acquisition of Parkland:

- The United States Department of the Interior (USDOI), Bureau of Outdoor Recreation, approved Project Proposal 51-00053, dated August 17, 1970, for the acquisition of approximately 336 acres of land that was identified as the Burling Tract, with the Land and Water Conservation Fund (LWCF). The Burling Tract was purchased by the Fairfax County Board of Supervisors (BOS), the deed was recorded in Deed Book 3343 at Page 532 on September 4, 1970. The BOS transferred the land to FCPA as recorded in Deed Book 12327 at Page 2170 on October 29, 2001. The Burling Tract includes what is now FCPA Scotts Run Nature Preserve, Tax Map #21-1((1))3, which will be impacted by the VDOT Project. VDOT's Project impacts will likely require a LWCF land conversion process and subject to approval by National Park Service.

Cultural Resources

- Park Authority staff recommends any areas with ground disturbance throughout the project corridor that are not previously surveyed, undergo Phase I archaeological survey. If sites are found that are potentially significant to the history of Fairfax County, or potentially eligible for inclusion onto the National Register of Historic Places they should undergo Phase II archaeological testing. If sites are found significant or eligible, avoidance or Phase III data recovery is recommended.
- Park Authority staff has conducted archival cultural resources review for the above referenced project. The Environmental Assessment report made no mention of the site, 44FX2430, specifically. The report only mentioned that any sites within their area of impact contained no sites that were eligible, or potentially eligible for inclusion onto the National Register of Historic Places. However, after re-checking the current Virginia Department of Historic Resources (VDHR) status of 44FX2430, the site has NOT been evaluated. Therefore, it is recommended that if the site will be impacted, a Phase II study is necessary in order to determine county significance or eligibility for National Register of Historic Places (NRHP) status. If found significant or eligible, avoidance, or Phase III data recovery is recommended as mitigation.

Natural Resources

- All development on Park Authority property must comply with its Policy 201, Natural Resources, and agency-wide Natural Resource Management Plan (NRMP). Of note is Section 7 of the NRMP:

Avoid adverse impacts to natural areas, mitigate unavoidable impacts from construction and maintenance projects and require restoration and rehabilitation of impacted natural resources.

- Minimize impacts to forests, meadows and other natural areas from human use.
- Protect significant natural communities and species.
- Require restoration of impacted natural resources when use of parkland causes damage to them.

If impacts cannot be avoided, staff requests a design that minimizes impacts and a mitigation plan for any losses, which should be coordinated with the Park Authority. This mitigation plan will need to clarify the extent of construction that will occur on Park Authority property as well as the impacts to natural resources.

- Scotts Run Nature Preserve will experience direct impacts of lost parkland, vegetation, habitat and increased storm water discharge, invasive species as well as wildlife impacts. The ecological community impacted by this effort has been classified as Mesic Mixed Hardwood Forest. The area that would be most impacted by this project scored an 11.5 out of 16 in the Non-Native Assessment and Prioritization survey. This categorization makes the area a high priority for active management. It has been treated for invasive plants for several years to maintain ecological integrity.
- Park Authority recommends the rehabilitation for any temporary impacts to natural resources to Park Authority standards and mitigate/compensate for permanent impacts to natural resources on Park Authority managed lands. This requirement shall apply to any natural resource impact (terrestrial or aquatic) that is not regulated under the jurisdiction of any federal or state agency.
- The Park Authority defines permanent impact as any habitat type conversion, for example, forest to grassland, and temporary impact as replacement of the same habitat type or better, for example, grassland to grassland.

- Mitigation/compensation for permanent impacts shall be determined using the Fairfax County Land Development Services 2020 Unit Price Schedule to determine a replacement cost. Forest, woodland, and shrubland habitat types shall be mitigated/compensated for at \$61,049 an acre, and grassland shall be mitigated/compensated for at \$14,520 an acre. Total impacts and mitigation/compensation costs shall be determined upon completion of the site design.
- Due to the proximity to parkland, staff requests the use of only common native species including perennials and seed mixes on this project since non-native species either do not fare as well as natives or are invasive, negatively impacting the environmental health of Park Authority property. The Park Authority requests that the applicant utilize common plant species generally native to Fairfax County, including trees, perennials, and seed mixes, to provide the greatest ecosystem benefit.
- The Park Authority requests the results of any endangered species surveys conducted in preparation to or as part of this project.
- Park Authority recommends stabilization of areas within the construction footprint within Scott's Run Nature Preserve using a native seed mix as specified by the FCPA. Once construction is complete, FCPA will rehabilitate these areas to the habitat type. VDOT will compensate FCPA to design, install and maintain these rehabilitated areas for up to three (3) years.
- Any impacts that extend beyond the Limits of Disturbance (LOD), including root and branch pruning, must follow Policy 201 for Natural Resources or be mitigated/compensated for.
- The FCPA requests the results of any endangered species surveys conducted in preparation to or as part of this project.
- Staff has reviewed the Environmental Assessment and has several recommended edits and/or corrections that pertain to description of parkland, habitat classification, migratory bird, bat, and forest dwelling species impacts, and the inclusion of the Potomac Heritage National Scenic Trail within the project limits.

Design and Construction Recommendations:

- Depending on the final scope of the work, staff recommends the removal of spoils from offsite dumping of debris, then at the end of the project have VEPCO secure their easement access with a gate or other barrier type feature to eliminate future offsite dumping on parkland.
- The Park Authority recommends pedestrian facilities be constructed on both sides of the Georgetown Pike overpass to provide adequate access to Scotts Run Nature Preserve to minimize the number of unsignalized crossings of Georgetown Pike as possible.
- The Park Authority supports the continuation of the proposed pedestrian/bicycle facilities heading north along Balls Hill Road and continuing to the American Legion Bridge for future connectivity into Maryland.
- The potential extension of noise walls on/near Scotts Run Nature Preserve / Live Oak Drive will need further discussion as the design progresses.

Department of Transportation

- Fairfax County staff has suggested a grade-separated crossing of Lewinsville Rd in addition to the at-grade connection on the north side of Lewinsville Rd. VDOT responded that the grade separation would provide a connection to a trail system outside the scope of this project and would require a separate feasibility study but will consider to include at-grade crosswalk across Lewinsville Rd to connect the existing shared-use path on the south side. Fairfax County staff previously suggested and continues to recommend routing the proposed SUP under the bridge and connect to the existing path south of the bridge along Lewinsville Rd.
- Shared-use path should be added on the south side of Georgetown Pike from Balls Hill Rd to just east of Dead Run Dr.
- It is important to the trail system on Virginia side to include the segment in this project on the east side of I-495 cross the on ramp to George Washington Parkway with or without the managed lane project on Maryland side.
- Project should retain the wide shoulder area on Route 193 between Balls Hill Rd and the I-495 inner loop ramp.
- I-495 inner loop on ramp at Route 193 should be widened to two lanes further than existing to accommodate extra volume from Georgetown Pike. This was contemplated several years ago in relation to congestion problem at Route 193 / Balls Hill Rd.
- Balls Hill Road / Georgetown Pike - VDOT is installing an island on WB Georgetown Pike at Balls Hill Road to prevent the right lane from being used for through movements. This island should be included in the design.
- Balls Hill Road / Georgetown Pike - VDOT has a proposal to modify NB Balls Hills Road to a two-lane approach. The centerline of Balls Hill Road south of Georgetown Pike would be shifted to the west using the adjacent VDOT parcel to accommodate the widening. This will likely be completed before this project and should be reflected in the plans.
- Balls Hills Road / NB I-495 Ramp - VDOT has proposed prohibiting the NB through movement across Georgetown Pike. Please confirm whether that movement is allowed in the current concept but it should be prohibited.
- The County has presented VDOT with alternative designs for the Tysons East Dulles Connector. Plans for the 495 Express lanes should not preclude future construction of the Connector.
- Based on the current design, there is no exit from Express Lane between Rt 123 and GW Parkway, exist should be considered or other alternatives should be provided to the surrounding communities.

Attachment 2



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

June 30, 2020

Ms. Erin Belt, Mr. Robert Cooper, Ms. Hannah Zegler
Office of Stormwater Management
Department of Environmental Quality
P.O. Box 1105
Richmond, Virginia 23218

Reference: I-495 Express Lanes Northern Extension (495 NEXT) Water Quality

Dear Ms. Belt, Mr. Cooper, and Ms. Zegler:

Per the attached May 26, 2020, meeting minutes titled, Project Next – DEQ/VDOT IIM-LD-251.5, Virginia Department of Transportation (VDOT) staff requested Fairfax County confirm the following in writing:

- The [495 NEXT] project is not in "*contravention of local water quality-based limitations*" as described in 9VAC25-870-69, Section C.2.
- Fairfax County is aware of the project's request to DEQ for a "20% onsite facilities / 80% nutrient credit" ratio to address the total phosphorus reduction requirements (approximately 42 pounds per year of nutrient credits).

The Department of Environmental Quality's (DEQ) 2018, 305(b)/303(d) *Water Quality Assessment Integrated Report* lists Scotts Run as a Category 3C stream segment. The report defines Category 3C as, "data collected by a citizen monitoring or another organization indicating water quality problems may exist but the methodology and/or data quality has not been approved for a determination of support of designated use(s). These waters are considered as having insufficient data with observed effects. Such waters will be prioritized by DEQ for follow-up monitoring."

While Fairfax County confirms that the project is not in a watershed with local water quality-based limitations, the county is concerned that VDOT intends to meet 80% of the project's water quality requirements with offsite nutrient credits. Scotts Run is an urban stream with poor water quality and degraded riparian and aquatic habitats. The 2001 Fairfax County Stream Protection

Department of Public Works and Environmental Services
Director's Office

12000 Government Center Parkway, Suite 448

Fairfax, VA 22035-0050

Phone: 703-324-5033, TTY 711, Fax: 703-653-7145

www.fairfaxcounty.gov/publicworks



Strategy Baseline Study gave Scotts Run a “very poor” composite site condition rating based on parameters that included biotic integrity, stream physical assessment, fish taxa, and percent imperviousness. Fairfax County’s 2002 Stream Physical Assessment characterized the existing habitat quality as only “fair” with inadequate buffers.

Fairfax County requests VDOT utilize enhanced outfall stabilization practices to meet the project’s water quality requirements on site. The Chesapeake Bay Program stream restoration group recently released a memo entitled, “Recommendations for Crediting Outfall and Gully Stabilization Projects in the Chesapeake Bay Watershed.” The Department of Public Works and Environmental Services (DPWES) encourages the project team to consider the use of this memo to justify water quality credit for outfall enhancements that go beyond the VDOT standard riprap protection. These outfall enhancements could address water quality within the project limits and help protect Scotts Run from further degradation.

In addition to the direct water quality impacts, the project’s Environmental Assessment cites up to 75.5 acres of temporary and permanent impacts to the Resource Protection Area (RPA) resulting in the removal of riparian buffer that benefits water quality by infiltrating runoff and filtering out pollutants. Public roads are conditionally exempt from RPA regulation under the Virginia Administrative Code provided that the roadway is designed and constructed in accordance with water quality protection criteria at least as stringent as VDOT requirements. Given that VDOT will not meet minimum water quality requirements on site, DPWES requests that the project meet the RPA replanting requirements detailed in Fairfax County Code, Chapter 118 (Chesapeake Bay Preservation Ordinance) and Public Facilities Manual Chapter 12 (12-0316.4). RPA reestablishment as proposed in the county code will protect water quality, filter pollutants out of the stormwater runoff, reduce stormwater volume, prevent erosion, and provide important ecological habitat.


Fairfax County continues to request that VDOT meet local stormwater management (SWM) requirements consistent with the July 2019, letter Fairfax County sent to the Virginia Secretary of Transportation requesting that VDOT projects meet local SWM requirements (see Attachment 2). The 495 NEXT project will meet state Virginia Stormwater Management Program (VSMP) regulations as detailed in VDOT IIM-LD-195.12. As stated in the attachment, the county believes some Fairfax County Stormwater Management Ordinance criteria is more stringent than Parts II B and II C of the VSMP Regulations and requested that VDOT projects meet the county’s local SWM regulations.

Fairfax County previously sent a letter to DEQ regarding the 495 NEXT project’s stream impacts (see Attachment 3). The county continues to request that the project’s stream and wetland impacts be minimized and avoided where feasible and that temporary stream impacts be restored onsite using natural channel design practices to reduce the need for mitigation. The county also requests that VDOT follow permittee responsible mitigation using the watershed approach as the preferred method of stream mitigation.

Ms. Erin Belt, Mr. Robert Cooper, Ms. Hannah Zegler
495 NEXT Water Quality
Page 3 of 3

While Fairfax County recognizes the constraints faced by linear projects like 495 NEXT, we also believe that transportation projects, particularly of this magnitude, should strive to minimize impacts to water quality and local streams. We respectfully request responses to these letters on the 495 NEXT project's use of off-site nutrient credits and stream impacts to meet their state stormwater and stream mitigation requirements.

Sincerely,


For Randolph W. Bartlett
Randolph W. Bartlett, PE
Director

Enclosure: Attachment 1: Project Next – DEQ/VDOT IIM-LD-251.5 Meeting Minutes
Attachment 2: Fairfax County Request for VDOT Projects to Meet Local SWM Requirements
Attachment 3: 495 NEXT Project Stream Impacts Letter to DEQ

cc: Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Craig Carinci, Director, Department of Public Works and Environmental Services (DPWES), Stormwater Planning Division (SWPD)
Matthew Meyers, Branch Chief, DPWES, SWPD
Martha Coello, Division Chief, FCDOT
Yuqing Xiong, Senior Transportation Planner, FCDOT
Abraham Lerner, Associate Manager, Virginia Department of Transportation

Meeting	Project Next – DEQ/VDOT IIM-LD-251.5	Date	May 26, 2020
Location	Teleconference – Google Meets meet.google.com/zah-bmkf-bxz Dial-In Number: 251-262-9697 Conference Code: 427306053	Time	2:00pm – 3:00pm
	Invitees: DEQ: Erin Belt, Robert Cooper, Hannah Zegler VDOT: John Olenik, Pawan Sarang HDR: Brian Meli		
Item	Subject: Project NEXT – DEQ/VDOT discussion on IIM-LD-251.5 memo		
1.0	Introduction		
2.0	Comments from DEQ via 2020-05-06 email from VDOT (Pawan Sarang) <ul style="list-style-type: none"> a. DEQ Comment #1 - Review the simple method computations, Chapter 11.4.4 of the 2013 DEQ Blue Book, ensuring the correct values are entered into the spreadsheet and re-verify the total load reductions lb./yr. of P needed to purchase. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that Equation 5-14 would apply to this Part IIC project. The "[0.05 + (0.009 x I)]" portion is related to the Part IIC, Performance-based calculation worksheets from the 1999 Virginia SWM Handbook. This confirmation will result in no changes to the Project NEXT computations. b. DEQ Comment #2 - Ensure the IIC and IIB criteria are not mixed or matched in the computations. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that Table 5-14 would apply to this Part IIC project. The removal efficiency of Bioretention will be 50% for the project, as listed on the table. - DEQ (Robert Cooper) confirmed that the project should use the Part IIC, 1999 Virginia SWM Handbook to design the facilities. - HDR (Brian Meli) presented the Worksheet #1 and #2 approach which utilizes an I(watershed) value of 16%. DEQ confirmed that this approach is sound and matches the worksheet methodology. c. DEQ Comment #3 - Include language from the law 62.1-44, 15:35 entered into the memo to document compliance with the law. <ul style="list-style-type: none"> - DEQ (Erin Belt) confirmed that the comment has been addressed in the May 12th, 2020 memorandum update. The Code of Virginia reference (62.1-44.15:35.D.3) was added to the memorandum at the top of page 2. 		
3.0	Additional comments from DEQ <ul style="list-style-type: none"> a. Per DEQ (Erin Belt), two (2) items are needed for DEQ to complete their review: 		

	<ul style="list-style-type: none"> • A letter of availability from the nutrient credit bank. • Fairfax County to confirm, in writing: <ul style="list-style-type: none"> i. That the project is not in "contravention of local water quality-based limitations" as described in 9VAC25-870-69, Section C.2. ii. That per an April 27, 2020 email from Abi Lerner to Yuqing Xiong, Fairfax County is aware of the project's request to DEQ for a "20% onsite facilities / 80% nutrient credit" ratio to address the Total Phosphorus reduction requirements. This request equates to approximately 42 lbs/yr of nutrient credits. <ul style="list-style-type: none"> - Action Item: VDOT (John Olenik) to coordinate with the nutrient credit bank regarding the letter of availability. - Action Item: HDR (Brian Meli) to send an email to VDOT (Pawan Sarang) requesting written confirmation from Fairfax County regarding the above items. - Action Item: VDOT (Pawan Sarang) to forward the request to VDOT PM (Abi Lerner). - Action Item: VDOT PM (Abi Lerner) to forward the request to Fairfax County (Yuqing Xiong). <p>b. Per DEQ (Hannah Zegler), when will LD-453 be filled out?</p> <ul style="list-style-type: none"> - VDOT (Pawan Sarang) confirmed that LD-453 will be filled out by the Design/Builder, later in the process.
4.0	<p>Next Steps</p> <ul style="list-style-type: none"> - See the above action items



SHARON BULOVA
CHAIRMAN

COMMONWEALTH OF VIRGINIA
County of Fairfax
BOARD OF SUPERVISORS

SUITE 530
12000 GOVERNMENT CENTER PKWY
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703/324-2321
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TTY: 711

chairman@fairfaxcounty.gov

JUL 17 2019
Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

Dear Secretary Valentine:

Fairfax County recognizes the critical importance of transportation projects to our community and continues to support the Commonwealth's efforts to advance multi-modal mobility in the region to improve our quality of life. We also know that transportation projects add significant impervious area to the Chesapeake Bay's and Fairfax County's watersheds and have significant negative impacts on water quality. Fairfax County would like to partner with the Virginia Department of Transportation (VDOT) to develop solutions to the stormwater management issues associated with transportation projects.

We reviewed VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.10 regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum (starting on sheet 6) notes that, *"When requested by a locality's VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria."*

Fairfax County's Stormwater Management Ordinance provides the technical criteria for regulated land-disturbing activities in Fairfax County. The criteria are provided in Article 5 of Chapter 124 of Fairfax County's Code of Ordinances, available at:
https://library.municode.com/va/fairfax_county/codes/code_of_ordinances

We believe these criteria are more stringent than Parts II B and II C of the Virginia Stormwater Management Program (VSMP) Regulations. Therefore, on March 19, 2019, the Fairfax County Board of Supervisors voted to, and now formally requests that all current projects under design for use in the public involvement phase and future VDOT projects located in Fairfax County meet the County's local stormwater management regulations. Per IIM-LD-195.10, if it is found that our more stringent local stormwater management requirements are not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation to the County demonstrating that the technical requirements are not fully feasible. Additionally, Fairfax County requests that all stormwater management facilities designed to meet local

Secretary Shannon Valentine
Request for VDOT Projects to Meet Local Stormwater Management Requirements
Page 2 of 2

stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova
Chairman
Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
David K. Paylor, Director, Virginia Department of Environmental Quality
Bryan J. Hill, Fairfax, County Executive
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)
Bill Hicks, Director, Land Development Services
Tom Biesiadny, Director, Fairfax County Department of Transportation
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Management Division
Brian Keightley, Director, DPWES, Urban Forest Management Division



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MAY 29 2020

Hannah Schul and Mackenzie Scott
Office of Wetlands and Stream Protection
Department of Environmental Quality
1111 East Main Street, Suite 1700
Richmond, VA 23219

Reference: I-495 Express Lanes Northern Extension (495 NEXT) Project Stream Impacts

Dear Ms. Schul and Ms. Scott:

For the 495 NEXT project stream impacts, Fairfax County requests that stream and wetland impacts be minimized and avoided where feasible, and that temporary stream impacts be restored onsite using natural channel design practices to reduce the need for mitigation. Additionally, Fairfax County asks that the Virginia Department of Transportation (VDOT) follow permittee responsible mitigation (PRM) using the watershed approach as the preferred method of stream mitigation.

On April 9, 2020, VDOT, Transurban, United States Environmental Protection Agency (EPA), United States Army Corps of Engineers (COE), the Department of Environmental Quality (DEQ), and Fairfax County representatives met to discuss the 495 NEXT project stream impacts. Based on the current plan, VDOT anticipates about 3,000 linear feet of stream impacts, mostly located along Scotts Run between Lewinsville Road and Old Dominion Drive in McLean. During the meeting, DEQ staff emphasized that stream mitigation efforts should follow the mitigation strategy hierarchy outlined in the, "Compensatory Mitigation for Losses of Aquatic Resources Final Rule" (2008 Rule). Fairfax County Stormwater Management believes the 2008 Rule supports stream mitigation within the Scotts Run watershed, and requests that DEQ consider PRM using the watershed approach as a part of the Virginia Water Protection Permit (VWPP), through either PRM by the design builder as a part of the project construction or a financial contribution by the design builder to a county administered Scotts Run stream restoration project.

Restoration of the Scotts Run stream section within or directly adjacent to the project limits through PRM would reduce the project's permanent stream impacts. The VWPP regulations state that mitigation means, "sequentially avoiding and minimizing impacts to the extent practicable and then compensating for the remaining unavoidable impacts of a proposed action" (9VAC 25-210-10). Chapter 3 of the Joint Permit Application Review document recommends converting permanent impacts to temporary impacts where possible. The COE Norfolk District and DEQ "Unified Stream Methodology for Use in Virginia" guidance document states that,

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“streams that will be relocated using the principles of Natural Channel Design may be considered self-mitigating in most cases, eliminating the need to apply the Unified Stream Methodology.” This language supports on-site stream restoration to convert stream impacts from permanent to temporary and meet the VWPP regulation objective to minimize stream impacts to the extent practicable.

Given Scotts Run watershed’s deteriorated existing condition, including poor water quality, degraded riparian and aquatic habitats, and property and roadway flooding, PRM using a watershed approach is preferred to purchasing stream mitigation credits outside of the watershed. Fairfax County has received numerous complaints along Scotts Run regarding stream erosion and tree loss and property and roadway flooding. Increased imperviousness from the 495 NEXT project without local mitigation will only exacerbate already prevalent stream degradation and flooding issues.

Fairfax County has completed a Scotts Run watershed management plan that supports the PRM watershed approach requirements. Scotts Run is one of the five watersheds included in the 2008 Middle Potomac Watershed Management Plan (WMP). The county developed the WMP as a tool to address issues affecting the county’s environment, water quality, and local areas of opportunity for implementing improvement projects that protect and restore the county’s streams and other water resources. The plan identifies multiple stream restoration opportunities along Scotts Run, including SC9220 in the section of Scotts Run between Lewinsville Road and Old Dominion Drive and SCS9204 downstream of the project between I-495 and Georgetown Pike. Please see the enclosed map (Attachment 1) for additional information. To meet the WMP goals, Fairfax County has already invested millions of dollars into stream restorations at the headwaters of Scotts Run and has identified two additional stream restoration projects in their five-year capital improvement plan (CIP) for an estimated total of \$7.3 million dollars. One of these projects is SC9220 located directly adjacent to the project.

After minimizing permanent stream impacts by restoring the stream through Natural Channel Design, VDOT could meet the remaining stream mitigation requirements through PRM using the watershed approach. The 495 NEXT project stream mitigation strategy could model the 95 Express Lanes, which used PRM to meet stream compensation requirements. Approved in 2013 by COE, DEQ, and Prince William County, VDOT and the 95 Express Lane Partners (Fluor and Transurban) restored 1,435 linear feet of Swan’s Creek, a stream located outside of the project limits but within the same watershed. Like the Scotts Run stream restoration projects identified in the county’s WMP and CIP, significant erosion and tree loss made Swan’s Creek restoration a top project priority for Prince William County.

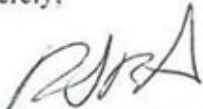
Another approach could be to have the design builder financially fund the design, construction, and monitoring of a county administered stream restoration project already identified in the county’s CIP. With over 12 miles of streams restored since 2010, Fairfax County is a national leader in designing and implementing successful and sustainable stream restoration projects. The county’s projects meet the same standards as mitigation banks for plans and success criteria,

and its stormwater management program has the capacity and expertise to ensure long-term stewardship of the restoration project. County stream restorations undergo a rigorous design process that includes not only improvements using Natural Channel Design, but also non-native, invasive plant management and riparian buffer restoration to improve water quality in the stream valley. Construction is performed by prequalified contractors with extensive stream restoration experience. An engineer from the firm responsible for the project design provides full-time construction oversight on top of regular inspection by county staff. Post construction, projects enter a robust multi-year monitoring program to ensure structural and vegetative success.

The ecological benefits of PRM using the watershed approach outweigh the benefits of purchasing credits. When evaluating the compensatory mitigation options, the 2008 Rule asks the reviewer to consider the location of the compensation site relative to the impact site and its significance in the watershed and the likelihood of ecological success and sustainability. The Middle Potomac Watershed Management Plan highlights current impairments in the Scotts Run watershed and how stream mitigation will help improve the water quality of Scotts Run. Fairfax County's comprehensive and successful stream restoration program will ensure that any project implemented in Scotts Run to satisfy VWPP stream mitigation requirements will meet or exceed mitigation bank design, construction, and monitoring standards.

Fairfax County believes on-site restoration of Scotts Run within the project limits and PRM using the watershed approach for any permanent stream impacts best comply with the regulatory objectives to first avoid and minimize stream impacts and then implement successful and sustainable compensatory stream mitigation. We respectfully request a response to this letter on the use of on-site stream restoration using Natural Channel Design along Scotts Run to meet DEQ's VWPP stream mitigation requirements. We are also available to meet to discuss options to address stream impacts from the 495 NEXT.

Sincerely,



Randolph W. Bartlett, PE
Director

Enclosure: Map

cc: Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Craig Carinci, Director, Department of Public Works and Environmental Service (DPWES), Stormwater Planning Division (SWPD),
Matthew Meyers, Branch Chief, DPWES, SWPD
Martha Coello, Division Chief, FCDOT
Yuqing Xiong, Senior Transportation Planner, FCDOT

Stephanie Kubico, Office of Environmental Programs, Environmental Assessment and
Innovation Division, EPA Region III
Barbara Okorn, Office of Communities, Tribes and Environmental Assessment, EPA
Region III
Timothy Witman, Office of Environmental Programs, EPA Region III
David Knepper, Environmental Scientist, COE Norfolk District
Bryan Campbell, Environmental Specialist, VDOT
Abraham Lerner, Associate Manager, VDOT
Robert Iosco, Associate Manager, VDOT
Amanda Baxter, Development Director, North America, Transurban
John Simkins, Planning, Environment, Realty, and Freight Team Leader, Federal
Highway Administration



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

AUG 14 2020

The Honorable Deputy Secretary Ann Jennings
Office of the Secretary of Natural Resources
P.O. Box 1475
Richmond, Virginia 23218

Reference: State Transportation Project Stormwater Management Concerns

Dear Deputy Secretary Jennings:

Fairfax County recognizes the critical importance of transportation projects to our community, but we also see the negative water quality impacts that the additional impervious area has on the Chesapeake Bay and county watersheds. We are concerned about the current approach to stormwater management (SWM) on state transportation projects, particularly the purchase of stream bank credits outside of the county to mitigate stream impacts. We also noted significant discrepancies between the SWM proposed on the state transportation projects and the minimum SWM that the county would require on local development projects. Fairfax County requests your assistance in working with the Virginia Department of Environmental Quality (DEQ) and the Virginia Department of Transportation (VDOT) to develop and implement consistent application of the Virginia Stormwater Management Program (VSMP) regulations to the following transportation project SWM issues:

- **Stream Mitigation:** The "Compensatory Mitigation for Losses of Aquatic Resources Final Rule" (2008 Rule) outlines a mitigation strategy hierarchy of mitigation bank stream credits, in-lieu of fee program credits, and permittee responsible compensation using the watershed approach, respectively. Increased imperviousness from transportation projects without local mitigation will only exacerbate already prevalent stream degradation and flooding issues. Fairfax County believes that in some cases the 2008 Rule supports stream mitigation within the impacted local watershed over the purchase of stream mitigation credits outside of the watershed and requests that DEQ consider permittee responsible mitigation using the watershed approach. This approach was used successfully for the 95 Express Lanes project. Approved in 2013 by the United States Army Corps of Engineers, DEQ and Prince William County, VDOT and the 95 Express Lane Partners (Fluor and Transurban) restored 1,435 linear feet of Swan's Creek, a stream located outside of the project limits but within the same watershed.

State versus local SWM Requirements: VDOT projects meet state VSMP regulations as detailed in VDOT IIM-LD-195.12. As stated in the enclosed letter, the county believes some Fairfax County Stormwater Management Ordinance criteria is more stringent than Parts II B and II C of

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the VSMP Regulations and requested that VDOT projects meet the county's local stormwater management regulations. It does not appear VDOT is moving forward with this request. The I-495 Express Lanes Northern Extension (495 NEXT), the largest VDOT project under design in Fairfax County, does not appear to meet local stormwater standards.

- Interpretation of VSMP Regulations: Fairfax County interprets elements of the VSMP regulations differently than VDOT, including the "one percent rule" to determine limits of analysis and limitations to the use of off-site nutrient credits. In locations where full-depth pavement reconstruction occurs, Fairfax County's interpretations result in stricter SWM requirements and greater downstream protection.

While the Fairfax County Department of Public Works and Environmental Services SWM recognizes the constraints faced by linear projects, we also believe that transportation projects should strive to minimize impacts to water quality and local streams similar to other development projects. Fairfax County remains committed to working cooperatively and partnering with VDOT on transportation projects. We seek your assistance to ensure that DEQ and VDOT interpret and apply the VSMP regulations on transportation projects consistent with other development projects to achieve our mutual Chesapeake Bay Total Maximum Daily Load goals and protect downstream receiving channels.

Thank you for your time and support. If you have any questions or need additional information, please call Catie Torgersen at 703-639-7664.

Sincerely,



Randolph W. Bartlett, PE
Director

Enclosure: Fairfax County Request for VDOT Projects to Meet Local SWM Requirements

cc: The Honorable Nicholas Donohue, Deputy Secretary of Transportation, Commonwealth of Virginia
Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Bill Hicks, Director, Land Development Services
Craig Carinci, Director, Department of Public Works and Environmental Services (DPWES), Stormwater Planning Division (SWPD)
Catie Torgersen, Planner, DPWES, SWPD



SHARON BULOVA
CHAIRMAN

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County of Fairfax
BOARD OF SUPERVISORS

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TTY: 711

chairman@fairfaxcounty.gov

JUL 17 2019

Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

Dear Secretary Valentine:

Fairfax County recognizes the critical importance of transportation projects to our community and continues to support the Commonwealth's efforts to advance multi-modal mobility in the region to improve our quality of life. We also know that transportation projects add significant impervious area to the Chesapeake Bay's and Fairfax County's watersheds and have significant negative impacts on water quality. Fairfax County would like to partner with the Virginia Department of Transportation (VDOT) to develop solutions to the stormwater management issues associated with transportation projects.

We reviewed VDOT Location and Design Division Instructional and Informational Memorandum IIM-LD-195.10 regarding stormwater management requirements for VDOT projects. Section 4.1 of this memorandum (starting on sheet 6) notes that, *"When requested by a locality's VSMP Authority, VDOT projects located in jurisdictions that have adopted more stringent stormwater management (SWM) technical criteria than that required by the VSMP Regulations shall be designed, to the largest extent practicable, to meet the locality's more stringent criteria."*

Fairfax County's Stormwater Management Ordinance provides the technical criteria for regulated land-disturbing activities in Fairfax County. The criteria are provided in Article 5 of Chapter 124 of Fairfax County's Code of Ordinances, available at:
https://library.municode.com/va/fairfax_county/codes/code_of_ordinances

We believe these criteria are more stringent than Parts II B and II C of the Virginia Stormwater Management Program (VSMP) Regulations. Therefore, on March 19, 2019, the Fairfax County Board of Supervisors voted to, and now formally requests that all current projects under design for use in the public involvement phase and future VDOT projects located in Fairfax County meet the County's local stormwater management regulations. Per IIM-LD-195.10, if it is found that our more stringent local stormwater management requirements are not attainable, VDOT should implement requirements to the maximum extent practicable and provide documentation to the County demonstrating that the technical requirements are not fully feasible. Additionally, Fairfax County requests that all stormwater management facilities designed to meet local

Secretary Shannon Valentine

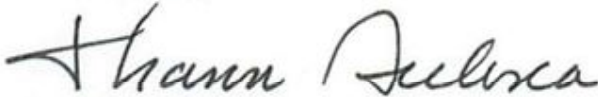
Request for VDOT Projects to Meet Local Stormwater Management Requirements

Page 2 of 2

stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova

Chairman

Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
David K. Paylor, Director, Virginia Department of Environmental Quality
Bryan J. Hill, Fairfax, County Executive
Rachel Flynn, Deputy County Executive
Randolph W. Bartlett, Director, Department of Public Works and Environmental Services (DPWES)
Bill Hicks, Director, Land Development Services
Tom Biesiadny, Director, Fairfax County Department of Transportation
Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Mangement Division
Brian Keightley, Director, DPWES, Urban Forest Management Division



SHARON BULOVA
CHAIRMAN

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TTY: 711

chairman@fairfaxcounty.gov

JUL 17 2019
Secretary Shannon Valentine
Virginia Department of Transportation
P.O. Box 1475
Richmond, VA 23218

Reference: Fairfax County Request for VDOT Projects to Meet Local Stormwater Management Requirements

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stormwater management regulations be constructed, inspected, and maintained by VDOT and that the state provide sufficient funding to VDOT to adequately fulfill these needs.

VDOT and Fairfax County are both municipal separate storm sewer system (MS4) permit entities and share the same stormwater management objectives. Fairfax County wishes to partner with VDOT on efforts to find innovative ways to address stormwater management within the right-of-way and directly downstream to meet our mutual MS4 and Chesapeake Bay total maximum daily load (TMDL) goals.

Sincerely,



Sharon Bulova
Chairman
Fairfax County Board of Supervisors

cc: Ann Jennings, Deputy Secretary of Natural Resources for the Chesapeake Bay
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Craig Carinci, Director, DPWES, Stormwater Planning Division
Chad Crawford, Director, DPWES, Maintenance and Stormwater Mangement Division
Brian Keightley, Director, DPWES, Urban Forest Management Division

Board Agenda Item
December 1, 2020

ACTION - 9

Approval of an Addition to Action Item No. 17, Establishment of a Police Civilian Review Panel, Approved by the Fairfax County Board of Supervisors on December 6, 2016, and Related Bylaws Amendment

ISSUE:

Whether an addition to Action Item No. 17 on the Board of Supervisors' December 6, 2016 agenda, whereby the Board established the Police Civilian Review Panel (Panel), and a related amendment to the Panel's Bylaws should be approved. Such approval would authorize the Panel, up to six times annually, to solicit and receive public comment and respond to questions in public meetings, sponsored by the Panel or others, where the public is invited to comment on law enforcement policies, practices, and procedures.

RECOMMENDATION:

If the Board of Supervisors wishes to grant the Panel the authority to receive public comment about any and all law enforcement related policies, practices, and procedures, then the Board should authorize the Panel to do so by approving this Action Item and the proposed revisions to the Panel's bylaws.

TIMING:

Board action is requested on December 1, 2020, so that the Panel will be authorized to participate in public meetings where public comment is received about law enforcement policies, practices, and procedures.

BACKGROUND:

The Board of Supervisors approved the establishment of the Panel on December 6, 2016, as part of Action Item No. 17 on the Board's agenda that day. The Board established the Panel for the purposes of building and maintaining public trust between the Fairfax County Police Department, the Board, and the public, and to enhance police legitimacy. To help achieve its mission, the Panel wishes to receive public input about law enforcement policies, practices, and procedures so that the Panel may make recommendations to the Board of Supervisors about such matters.

Board Agenda Item
December 1, 2020

If the Board of Supervisors wishes to give the Panel the authority to receive public comment about any law enforcement related policy, practice, or procedure, the following paragraph should be added to Action Item No. 17:

The Panel is authorized to solicit and receive public comment and answer questions about any matter relating to law enforcement policies, practices, and procedures. As long as all Virginia Freedom of Information Act (VFOIA) requirements are followed, Panel members may solicit, receive, and respond to such public comment up to six times annually in public meetings, sponsored by the Panel or by others, where the public is invited to comment on law enforcement policies, practices, and procedures. The Panel may present recommendations to the Board of Supervisors about any law enforcement policy, practice, or procedure based upon knowledge obtained through its work, without regard to whether such recommendations are associated with a review of an investigation of a Complaint.

If the Board of Supervisors wishes to approve this addition to the 2016 Action Item, then the Panel's Bylaws also must be amended. Such amendments are necessary to give the Panel the authority to receive public comment about any law enforcement related policy, practice, or procedure. A redlined version of the necessary amendments to the Bylaws is attached as Attachment 1.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Panel's Bylaws

ASSIGNED COUNSEL:
Anita V. McFadden, Panel Counsel
Elizabeth D. Teare, County Attorney

BYLAWS OF THE FAIRFAX COUNTY POLICE CIVILIAN REVIEW PANEL

Approved by the Board of Supervisors on July 11, 2017

Accepted by the Police Civilian Review Panel on August 3, 2017

Amendments Approved by the Board of Supervisors on October 16, 2018, and

November 19, 2019, and _____, 2020

ARTICLE I. NAME¹

The name of this organization is the **Fairfax County Police Civilian Review Panel**.

ARTICLE II. PURPOSE

The Board of Supervisors, pursuant to Virginia law, established the Panel on December 6, 2016, to enhance police legitimacy and to build and maintain public trust between the FCPD, the Board of Supervisors and the public. The Panel will:

- A. Review certain Investigations to ensure the thoroughness, completeness, accuracy, objectivity, and impartiality of the Investigations;
- B. Provide an independent process for commencing an Initial Complaint against the FCPD or its officers; and
- C. Make recommendations on law enforcement policies, ~~and~~ practices, and procedures as they pertain to case reviews to assist the FCPD Chief of Police ("Chief") and Board of Supervisors in policy review.

The Panel shall report directly to the Board of Supervisors.

ARTICLE III. COMPOSITION OF THE PANEL AND TERM OF OFFICE FOR PANEL MEMBERS

A. Composition and Qualifications.

- 1. The Board of Supervisors shall appoint each Panel Member.
- 2. The Panel shall be comprised of nine Fairfax County residents with expertise and experience relevant to the Panel's responsibilities. At least one Panel Member shall have prior law enforcement experience other than as a member of the FCPD or the FCSO.
- 3. The Board of Supervisors shall endeavor to create an independent and fair body giving

¹ Certain terms used in these Bylaws are defined in the attached Exhibit A incorporated herein by this reference.

due consideration to the following factors, among others it may choose: community and civic involvement; diversity; law enforcement and/or criminal investigative experience; reputation in the community; geographical representation; and other factors designated to ensure a balanced Panel representative of Fairfax County.

4. No Panel Member may be a current employee of Fairfax County, a current or former member of the FCPD or the FCSO, have a relative (i.e., an immediate or extended family member) who is a member of the FCPD or FCSO, hold public office, or be a candidate for public office.

B. Terms of Service.

1. Panel Members shall be appointed for three-year terms, except for the inaugural Panel (which shall have terms as described below) and may be appointed to no more than two consecutive terms.
2. Panel Member terms shall be staggered.
3. With respect to the inaugural Panel, three Panel Members shall be appointed for three-year terms, three Panel Members shall be appointed for two-year terms and three Panel Members shall be appointed to a one-year term.
4. The Panel Members of the inaugural Panel are eligible to be appointed to a second three- year term upon expiration of the Panel Member's initial term.

C. Resignations, Removals and Vacancies.

1. Panel Members serve at the pleasure of the Board of Supervisors.
2. The Chair shall notify the Board of Supervisors if a Panel Member is absent from three consecutive Panel meetings or is absent from five Panel meetings in any calendar year (unless the absence is for good reason as determined by the Chair).
3. Any Panel Member may resign from the Panel at any time by delivering written notice of termination to the Board of Supervisors with a copy to the Chair. The resignation will be effective upon receipt, unless an effective date of the resignation is specified in the notice.
4. The Board of Supervisors may appoint a new Panel Member for the unexpired Panel Member term resulting from a vacancy that occurs for any reason.

ARTICLE IV. CHAIR, VICE CHAIR, OTHER OFFICERS AND COMMITTEES

A. The Initial Chair and Vice-Chair.

The Board of Supervisors may choose to designate one of the Panel Members as the initial Chair. At a time agreed by the Panel Members, the Panel shall elect the initial Vice-Chair.

B. Succession; Annual Election of Officers; Vacancies.

1. Unless the Panel Members agree otherwise, the Vice-Chair shall succeed to the Chair position upon expiration of the Chair's term.
2. Panel Members shall elect the Vice-Chair and other officers (as determined by the Panel Members) who shall be responsible for those functions as assigned by the Panel and the Chair.
3. All Panel officers shall be elected at the first meeting of each calendar year. Terms of office for Panel Officers shall be for one year, effective March 1st of each calendar year.
4. No Panel Member may serve more than one, one year term as Chair.
5. If there is an officer vacancy, the Panel may elect a replacement officer at any time after the vacancy occurs to serve the balance of the unexpired term.
6. Before the election of any replacement officer, the Chair or Vice-Chair shall provide the Panel Members with at least two weeks written notice of the proposed election before the meeting at which the replacement is to be elected.
7. Election of Panel officers must take place in a meeting duly called as provided for in Article V.

C. Duties of the Chair and Vice-Chair.

1. The Chair shall:
 - (a) Preside over all Panel meetings at which the Chair is present;
 - (b) Act as a liaison between the Panel and (i) the Board of Supervisors, (ii) the FCPD, and (iii) the Auditor, as needed;
 - (c) Serve as the Panel's official spokesperson;
 - (d) Oversee the preparation of the Panel's annual report described in Article IX.B;
 - (e) Perform any other duties as the Panel may delegate; and
 - (f) Delegate any of these duties to other Panel Members.

2. The Vice-Chair shall:

- (a) Preside over Panel meetings in the absence of the Chair; and
- (b) Perform any other responsibilities delegated by the Chair or requested by the Panel.

3. Panel Committees.

- (a) The Panel may establish as many committees as the Panel deems necessary to perform the Panel's duties. All Panel committee meetings shall comply with the notice and other requirements of the Virginia Freedom of Information Act.

ARTICLE V. QUORUM, VOTING AND MEETINGS

A. Quorum.

At any Panel meeting, the presence of five Panel Members shall constitute a quorum. Any Panel meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

B. Voting.

The vote of a majority of Panel Members present at a meeting with a quorum is necessary for the Panel to take an action. Notwithstanding the previous sentence, the affirmative vote of a majority of all Panel Members is required to approve Panel Findings or the Annual Report. All votes of Panel Members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy. All Panel Members who are present at a meeting, including the Chair, may vote at any meeting.

C. Meetings.

- 1. The Panel shall meet as often as necessary to conduct Panel business.
- 2. All Panel Meetings shall be conducted in accordance with VFOIA, and, except for closed sessions, all Panel Meetings shall be open to the public.
- 3. All Panel Meetings shall be preceded by a Panel Meeting Notice, and, except for emergency Panel Meetings, a Panel Meeting Notice shall be published at least three working days before the Panel Meeting. Notice, reasonable under the circumstances for emergency Panel Meetings, shall be given contemporaneously with the notice provided to Panel Members.

4. Panel Meeting Notices shall be:
 - (a) provided to the Office of Public Affairs for posting at the Government Center and on the County Internet site, and
 - (b) placed at a prominent public location by the Clerk of the Board of Supervisors.
5. All Panel Meetings shall be conducted in:
 - (a) places that are accessible to persons with disabilities,
 - (b) public buildings whenever practical; and
 - (c) accordance with Robert's Rules of Order, Newly Revised (except as otherwise provided by Virginia law or these Bylaws).
6. Except as specifically authorized by VFOIA, no Panel Meeting shall be conducted through telephonic, video, electronic, or other communication means where the Panel Members are not all physically assembled to discuss or transact public business.
7. At any Panel Meeting, at least one copy of the agenda and, unless exempt from disclosure under VFOIA, all materials furnished to Panel Members shall be made available for public inspection at the same time the documents are furnished to the Panel Members.
8. Any person may photograph, film, record, or otherwise reproduce any portion of a Panel Meeting required to be open, but no person broadcasting, photographing, filming, or recording any open Panel Meeting may interfere with any of the proceedings.
9. The Panel shall keep minutes of its Panel Meetings, and those minutes shall include:
 - (a) the date, time, and location of each meeting;
 - (b) the Panel Members present and absent;
 - (c) a summary of the discussion on matters proposed, deliberated, or decided; and
 - (d) a record of any votes taken.
10. The Panel meeting minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media.
11. The Panel may solicit and receive public comment and answer questions about any matter relating to law enforcement policies, practices, and procedures up to six times annually. As long as all applicable VFOIA requirements are followed, the Panel may solicit, receive, and respond to such public comment in up to six public meetings annually, sponsored by the Panel or by others, where the public is invited to comment.

ARTICLE VI. PANEL AUTHORITY TO REVIEW INVESTIGATIONS AND REVIEW PROCEDURES

A. Scope of Panel Review Authority.

1. The Panel shall review Investigations to ensure their thoroughness, completeness, accuracy, objectivity, and impartiality where (1) the subject matter of an Investigation is an allegation of “abuse of authority” or “serious misconduct” by a FCPD officer, and (2) a Review Request is filed. The Panel shall not review:
 - (a) alleged misconduct that is subject to the exclusive review by the Auditor;
 - (b) any Complaint related to an incident that occurred before December 6, 2016;
 - (c) an Initial Complaint that is filed more than one (1) year after the date of the incident that is the subject of the Investigation (unless the Panel determines that there is good cause to extend the filing deadline);
 - (d) a Review Request filed more than sixty (60) days after the date of the FCPD notice sent to the complainant that informs the complainant of the completion of the FCPD’s investigation of the complainant’s Initial Complaint (unless the Panel determines that there is good cause to extend the filing deadline); or
 - (e) a Complaint concerning matters that are subject of a pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding; or any complaints from Fairfax County employees that are subject to any process, proceeding or appeal as set forth in the County’s Personnel Regulations or that are subject to the Police Department’s General Orders 310.1, 310.2, or 310.3.
2. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court’s judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.
3. Where a Complaint alleges misconduct within both the Panel’s scope of authority and the Auditor’s scope of authority, the Panel and the Auditor shall each conduct a review of the Investigation within their requisite scope of authority. The Auditor and Chair shall coordinate the work of the Panel and Auditor to ensure efficient use of resources and avoid duplication of effort. If the matter cannot be divided between the Auditor and the Panel in an efficient manner, then the Auditor shall conduct the review of all portions of the investigation.
4. If there is a conflict in the scope of authority between the Auditor and the Panel, then the matter shall be resolved by the Auditor.

B. Definition of “Abuse of Authority” or “Serious Misconduct”.

For purposes of determining the Panel’s authority to review an Investigation, “abuse of authority” or “serious misconduct” by an FCPD police officer includes, but is not limited to:

1. the use of abusive racial, ethnic or sexual language or gestures;
2. harassment or discrimination based on race, color, sexual orientation, gender, religion, national origin, marital status, age, familial status, immigration status or disability;
3. acting in a rude, careless, angry, retaliatory or threatening manner not necessary for self-defense;
4. reckless endangerment of detainee or person in custody;
5. violation of laws or ordinances; or
6. other serious violations of Fairfax County or FCPD policies or procedures, including the FCPD Canon of Ethics, that occur both on or off duty.

C. The Complaint.

1. Content and Filing of a Complaint.

- (a) An Initial Complaint and a Review Request shall be in writing and shall be deemed filed when delivered or emailed to the Office of the Independent Police Auditor.
- (b) A Complaint shall contain:
 - (i) identifying information for the person filing the Complaint;
 - (ii) a statement describing the reasons for the Review Request, unless the Complaint is an Initial Complaint;
 - (iii) the specific police behavior of concern;
 - (iv) a description of the incident in which the behavior occurred; and
 - (v) a list of the names, addresses and phone numbers of all witnesses to or persons with knowledge of the incident known by the complainant.
- (c) The Panel shall immediately forward an Initial Complaint to the FCPD for investigation. The FCPD shall complete its investigation and provide an Investigation Report to the Panel within sixty (60) days. The Panel shall extend the 60-day period upon request of the Chief to protect an ongoing criminal or internal administrative investigation, or for other good cause, with notice to the complainant and the Board of Supervisors.

2. Initial Disposition Notice.

- (a) The Panel shall conduct an initial review of each Review Request and may conduct

the initial review as a committee of the whole or establish a subcommittee of at least three Panel Members (with rotating membership) to conduct the initial review. The Chair may appoint, on a rotating basis, one or more Panel Members as Review Liaisons to manage the disposition of a Complaint in accordance with written duties established by the Panel.

- (b) Within 30 days of Receipt of the Investigation Report, the Panel shall send an Initial Disposition Notice to the complainant with the Panel's determination of its authority to undertake a review of the subject Investigation.
- (c) The Panel will determine if the Panel has authority to review the subject Investigation taking into account whether the underlying Complaint:
 - (i) is timely filed; or
 - (ii) is a Review Request of alleged misconduct that is subject to exclusive review of the Auditor.
- (d) If the Panel determines that the Panel does not have authority to review the subject Investigation, the Initial Disposition Notice shall state the reasons for the Panel's decision.
- (e) Where the Panel finds that a review of the subject Investigation is warranted, the Initial Disposition Notice shall include a description of the review process, a deadline for completion of the review, and a date for the Panel Review Meeting.
- (f) If the underlying Complaint alleges police misconduct that requires the Auditor's review, the Panel shall (i) promptly forward the matter to the Auditor and (ii) send an Initial Disposition Notice to the complainant explaining the reasons for the referral.

D. Pending Proceedings.

- 1. If at any point in the review process the Panel learns that the matters of a Review Request are the subject of pending criminal proceeding in any trial court, a pending or anticipated civil proceeding in any trial court (as evidenced by a Notice of Claim or filed complaint), or any administrative proceeding, the Panel shall:
 - (a) suspend its review;
 - (b) defer the review pending resolution of the criminal, civil or administrative proceeding by the trial court;
 - (c) notify the complainant and the Board of Supervisors, in writing, of any deferrals; and
 - (d) track any deferred matter and notify the complainant and the Board of Supervisors once the proceedings are closed and the request for review may proceed.
- 2. The panel may request assistance of Counsel, the Auditor, the Chief, or the County Attorney in making its determination that matters of a Review Request are the subject

of pending proceedings.

3. The Panel may act on a Review Request after the trial court has ruled in any such civil or criminal proceeding, even if the trial court's judgment has been appealed. The Panel shall not act on any Review Request that is the subject of an administrative proceeding until any administrative appeals are resolved.

E. Panel Meetings to Review Investigations.

1. Additional Requirements for Panel Review Meetings.

In addition to the requirements for Panel Meetings generally set forth in Article V.C., Panel Review Meetings shall be conducted as follows:

- (a) If the Panel determines it has authority to review an Investigation under article VI.A.1, the Panel shall convene a Panel Review Meeting to review an Investigation as to which a Review Request has been submitted within sixty (60) days of Receipt of the Investigation Report.
- (b) The Panel Review Meeting Notice shall not only comply with Article V.C.4., but shall also include a statement inviting any person with information about the Investigation or the incident that is the subject of the Panel Review Meeting to submit the information in writing to the Chief or the Auditor.
- (c) Notwithstanding Article V.C.4, Panel Review Meeting Notices shall be published and sent to Panel Members, the FCPD Internal Affairs Office, the County Attorney's Office, and the complainant at least fourteen (14) days before the Review Meeting.
- (d) The Panel may conduct as many Panel Review Meetings as the Panel deems necessary to complete the requested review.
- (e) The Panel shall not take testimony or receive evidence.
- (f) At the request of the Panel or if the Complainant attends and requests an opportunity to be heard at the Panel Review Meeting, the complainant shall have the opportunity to state the reasons for filing the Review Request, and the Panel may ask questions of the complainant regarding those reasons. The Panel shall submit to the FCPD contact information for those persons who were not interviewed with a request for further investigation of the matters under review.
- (g) At the request of the Panel, an FCPD representative knowledgeable of the Investigation under review shall appear before the Panel at a Panel Review Meeting (as determined by the Panel) to review and answer questions from the Panel about the Investigation, including all findings of fact, evidence collected and received, witness statements and action taken or not.
- (h) At the Panel's discretion, it may request further investigation by the FCPD, and the FCPD shall, within a reasonable time, conduct further investigation and provide to

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the Panel a supplemental report that details the findings of the additional investigation.

- (i) Translation services will be provided for a complainant or other person that needs translation assistance to present to the Panel or respond to questions from Panel Members.

2. Closed Sessions, and Confidential Matters During Panel Review Meetings.

- (a) The Panel may conduct portions of any Panel Meeting (including Panel Review Meetings) in closed session, so long as the purpose for and conduct of the closed session is consistent with VFOIA.
- (b) Any statement made by a FCPD police officer to the FCPD that the FCPD required under the provisions of *Garrity v. New Jersey*, 385 U.S. 493 (1967), shall not be disclosed in public. The Panel shall have confidential access to the entire statement for its review. Unless the FCPD officer consents to the public release of the entire statement given during an Investigation, the FCPD representative(s) presenting information to the Panel on a Complaint may publicly state only that the officer admitted or denied the allegation.
- (c) Panel Members shall not reveal the identity of (i) any juvenile, or (ii) victim of sexual assault (unless authorized to do so by the victim in writing).
- (d) Each Panel Member who reviews a FCPD officer's personnel record or a FCPD internal administrative investigative case file shall sign a Notice of Confidentiality affirming that an officer's personnel record and those portions of the investigative case file reflecting officer discipline, other officers, confidential informants, victims, or witnesses, personal information including names, social security number, date of birth, driver's license number, agency-issued identification number, student identification number, criminal or employment record, shall not be disclosed or disseminated unless the information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia Law.
- (e) Portions of records of law-enforcement agencies, including the FCPD, that contain specific tactical plans or investigative procedures, the disclosure of which would jeopardize the safety or security of law-enforcement personnel or the general public, shall also not be disclosed or disseminated unless such information has been disclosed by the FCPD in a disposition letter or at a Panel meeting, or by the Complainant, and is not otherwise specifically prohibited by separate statute or ordinance under Virginia law.
- (f) If information subject to the Panel's review concerns an identifiable juvenile, the requested information shall first be forwarded to the County Attorney's Office for redaction in conformance with Code of Virginia §16.1-301, as amended.

F. Disposition of Review Requests.

1. Timely Completion.

- (a) The Panel shall complete the review of an Investigation and issue a public written report detailing the Panel Findings (defined below) within ninety (90) days of Receipt of the Investigation Report.
- (b) The Panel may extend the deadline for completion for good cause. The Chair shall report all deadline extensions (and the reason for the extension) to the Board of Supervisors. The Panel shall send written notice to the complainant, if the deadline for completion is extended. The notice shall include an approximate date for completion.

2. Panel Findings.

- (a) Upon completing a requested Investigation review, the Panel may reach one of the following Panel Findings:
 - (i) Concur with the findings and determination detailed in the Investigation Report;
 - (ii) Advise the Board of Supervisors that the findings are not supported by the information reasonably available to the FCPD and recommend further review and consideration by the Chief; or
 - (iii) Advise the Board of Supervisors that, in the Panel's judgment, the Investigation is incomplete and recommend additional investigation.
- (b) If the Panel Finding is either (ii) or (iii) above, the Board of Supervisors may direct the Chief to take further action as the Board of Supervisors deems appropriate.
- (c) A majority of the appointed Panel Members must concur in the Panel Findings for the Panel Findings to be the authorized conclusion of the Panel.
- (d) The Chair may assign to one or more Panel Members concurring in the conclusions of the Panel Findings the responsibility for drafting the Panel's final review report that shall be sent to the complainant, the Board of Supervisors, the Chief and the Auditor.

ARTICLE VII. RECOMMENDATIONS FOR REVISIONS TO FCPD POLICIES, TRAINING AND PRACTICES

A. Review of Law Enforcement Policies and Practices.

- 1. ~~Based on the Panel's review of Investigations, t~~The Panel may recommend to the Chief and the Board of Supervisors revisions to FCPD policies, ~~and~~ practices, and procedures that the Panel concludes are needed.

2. The Panel may conduct up to six public meetings annually, where it solicits and receives public comment and answers questions relating to law enforcement policies, practices, and procedures. Such public meetings may be sponsored by the Panel or by others, and they must meet applicable VFOIA requirements. ~~Public Meetings to assist the Panel in making recommendations for policy and practice changes to the Chief and the Board of Supervisors.~~

B. Meetings with the Auditor.

The Panel may meet periodically with the Auditor concerning the findings and recommendations of the Auditor as to use of force cases so that the Panel can provide the Panel's view to the Board of Supervisors and the Chief as to changes in policies and practices that may be warranted.

ARTICLE VIII. OTHER DUTIES OF PANEL MEMBERS

A. Training.

All Panel Members shall complete all training mandated by the Board of Supervisors, which may include police ride alongs. The Panel shall determine the calendar for the presentation and completion of the required training. The Panel shall conduct other training as it determines would be helpful.

B. Confidentiality.

Each Panel Member shall maintain the confidentiality of all confidential or privileged information that Panel Members receive during service on the Panel.

C. Conflicts of Interest.

Panel Members shall avoid conflicts of interest with the provisions of Chapter 31 – State and Local Government Conflict of Interests Act, Virginia Code §§ 2.2-3100, et seq. A Panel Member shall consult with counsel to the Panel if the Panel Member believes that the Panel Member has or may have a conflict of interest with respect to a matter that the Panel will consider. A Panel Member with a conflict of interest shall not participate in or vote on the matter.

D. Communications.

1. Only the Chair or the Chair's designee shall make public statements on behalf of the Panel. The primary means for the Panel to communicate to the public shall be the Panel's written reports that are approved by a majority of the Panel Members.

2. Except as expressly authorized by the Chair in furtherance of a Panel Member's duties, Panel Members shall make diligent efforts to avoid individual discussion of a matter before the Panel with any person with an interest in the matter, including but not limited to a complainant, a witness to events giving rise to a complaint, or an FCPD officer that is the subject of a Complaint. The Panel Member shall inform the Chair if any interested party communication occurs and provide the Chair with any information about the communication that the Chair requests.

ARTICLE IX. RECORDKEEPING; ANNUAL REPORT

A. Recordkeeping.

1. All Panel meetings, including Panel Review Meetings and Public Comment Meetings, but excluding closed sessions within a Panel Meeting, shall be recorded and records maintained in accordance with the Library of Virginia Records Retention and Disposition Schedule.
2. The Auditor shall maintain a copy of all Complaints together with the reports detailing the disposition of each Complaint.

B. The Annual Report.

1. The Panel shall prepare the Annual Report describing its activities for the reporting year, including any recommendations to the Board of Supervisors, Auditor, and the Chief for revisions to FCPD policies, training, and practices that the Panel concludes are needed.
2. The Annual Report must be approved by a majority of the appointed Panel Members before the Annual Report is released publicly.
3. The Panel shall deliver the Annual Report to the Board of Supervisors through the Auditor and the Chair of the Board's Public Safety Committee. The Annual Report shall then be released to the public.
4. The initial Annual Report of the Panel shall be due on March 31, 2018. Subsequent Annual Reports shall be published in accordance with this section no later than March 1st of each year.

ARTICLE X. COMPLIANCE WITH LAW AND COUNTY POLICY; CONFLICTS OF LAW AND POLICY; PANEL IMMUNITY

A. Compliance with Law and County Policy.

The Panel and each Panel Member shall comply with all Virginia laws, including, but not limited to, VFOIA, and the Virginia State and Local Government Conflict of Interests Act,

Virginia Code §§ 2.2-3100 through -3131, as amended, all County ordinances, the Panel Code of Ethics and with all County policies concerning the activities of its boards, authorities, and commissions.

B. Conflicts of Law and Policy.

These Bylaws are not intended to conflict with Laws or policies of the Board of Supervisors. To the extent there is a conflict between any Law or any other resolution or matter passed by the Board, and these Bylaws, the Law or Board action shall govern.

C. Panel Immunity.

Panel Members shall enjoy the protection of sovereign immunity to the extent allowed and provided under Virginia law whether common law or statutory, including, but not limited to, the Virginia State Government Volunteers Act, Virginia Code §§ 2.2-3600, *et seq.*, and the provisions of Virginia Code § 15.2-1405.

ARTICLE XI. DUTIES OF THE COUNTY EXECUTIVE AND THE AUDITOR; BOARD OF SUPERVISORS

A. The County Executive.

1. The County Executive shall cause the attendance of any County employee, other than the involved officer(s), at any Panel meeting whose appearance is requested by the Panel, unless the required attendance violates a statutory or constitutional right of the employee.
2. The County Executive shall cause the submission (from any County agency including the FCPD) of any relevant documents or other relevant materials requested by the Panel, including the full FCPD internal administrative investigative case file, unless legal privilege to withhold exists and is not waived.

B. The Auditor.

The staff of the Office of the Auditor shall provide administrative support for the Panel.

C. The Board of Supervisors.

1. The Board of Supervisors may conduct a review of the Panel at any time, except that the initial review shall be conducted within six months of receipt of the Panel's first annual report.
2. The Board of Supervisors shall ensure the Panel and Panel Members, as necessary, have the benefit of legal counsel.

ARTICLE XII. EFFECTIVE DATE OF THE BYLAWS; AMENDMENT OF THE BYLAWS

A. Effective Date of the Bylaws.

The Bylaws shall become effective upon approval by the Board of Supervisors.

B. Amendment of the Bylaws.

These Bylaws may be amended by the Panel by adopting the proposed amendment or amendments and by presenting those proposed changes for approval to the Board of Supervisors. Any such amendments to the Bylaws shall become effective upon approval of the Board of Supervisors.

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Exhibit A

DEFINED TERMS

The following terms used in these Bylaws of the Fairfax County Police Civilian Review Panel mean the following:

Abuse of Authority has the meaning assigned to the term in Article VI.B.

Annual Report means the written annual report the Panel shall deliver to the Board of Supervisors as described in Article IX.B.1.

Auditor means the Fairfax County Independent Police Auditor.

Board of Supervisors means the Board of Supervisors of Fairfax County.

Bylaws means the Bylaws of the Fairfax County Police Civilian Review Panel

Chief means the FCPD Chief of Police.

Complaint means collectively, unless the context otherwise indicates, an Initial Complaint and a Review Request.

Counsel means the legal counsel that the Board of Supervisors designates to support the Panel.

FCPD means the Fairfax County Police Department.

FCSO means the Fairfax County Sheriff's Office.

Initial Complaint means a complaint from any person about the FCPD or its officers that has been first submitted to the Panel and not the FCPD.

Initial Disposition Notice means the notice that the Panel sends to a complainant detailing the Panel's disposition of the Review Request after the initial review described in Article VI.C.2.

Investigation(s) means a FCPD internal administrative investigation.

Investigation Report means the completed written FCPD report setting forth the findings of the Investigation.

Laws means collectively any Virginia or Fairfax County law, ordinance, regulation, resolution, or other Fairfax County policy duly authorized by the Board of Supervisors.

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Meeting(s) has the meaning assigned to the term in VFOIA and includes work sessions, when sitting physically, or through telephonic or video equipment, as defined in VFOIA, as a body or entity, or as an informal assemblage of (i) as many as three Panel Members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Panel means the Fairfax County Police Civilian Review Panel.

Panel Findings means those conclusions that the Panel can adopt in response to a Review Request that are delineated in Article VI.F.2(a).

Panel Meeting means a meeting of the Panel.

Panel Meeting Notice means the written notice stating the date, time, and location of a Panel Meeting.

Panel Member(s) means each of the persons that the Board of Supervisors appoints to the Panel.

Panel Review Meeting means a Panel Meeting where a Review Request is reviewed by the Panel, including a Panel Meeting where a complainant or FCPD representative is present to discuss an Investigation.

Panel Review Meeting Notice means the Panel Meeting Notice for a Panel Review Meeting.

Public Meeting(s) means a Panel Meeting open to the public conducted on issues within the Panel's jurisdiction and on law enforcement policies and practices where the public is invited to comment on such issues and policies and practices.

Receipt of the Investigation Report is deemed to occur at the first Panel meeting subsequent to FCPD making an Investigation Report available to the Panel in response to a Review Request.

Review Request means a person's request for the Panel to review an Investigation.

Serious Misconduct has the meaning assigned to the term in Article VI.B.

VFOIA means the Virginia Freedom of Information Act, as amended from time to time.

Board Agenda Item
December 1, 2020

CONSIDERATION - 1

Revisions to Bylaws of the Fairfax-Falls Church Community Policy and Management Team (CPMT)

ISSUE:

Approval of revised CPMT bylaws as proposed by the CPMT.

TIMING:

Board action is requested on December 1, 2020.

BACKGROUND:

The CPMT bylaws are updated periodically to reflect current Virginia Code, County policies and CPMT membership. The CPMT bylaws were last updated and approved by the Board of Supervisors on June 20, 2017. These proposed updates to the bylaws were approved by a unanimous vote of the CPMT on October 23, 2020.

Proposed changes include:

- Updating the Virginia Code sections referenced in Article I
- Adding duties to Article IV to reflect the Virginia Code
- Moving local government elected official or designee to Section 2: state mandated members
- Revise/remove Director of Department of Administration for Human Services from Section 3
- Optional members: Correct/amend number of private service providers from 2 to 1
- Adding sections related requirements for public meetings such as FOIA, record retention and notices

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed CPMT bylaws, clean
Attachment 2 – Proposed CPMT bylaws, red line

Board Agenda Item
December 1, 2020

STAFF:

Tisha Deeghan, Deputy County Executive
Janet Bessmer, Program Manager, Children's Services Act, Department of Family
Services

ASSIGNED COUNSEL:

Deborah C. Laird, Assistant County Attorney
Martin R. Desjardins, Assistant County Attorney

**BYLAWS OF
THE FAIRFAX-FALLS CHURCH
COMMUNITY POLICY AND MANAGEMENT TEAM**

ARTICLE I: PURPOSE

It is the purpose of the Fairfax-Falls Church Community Policy and Management Team (CPMT) to implement the Children's Services Act pursuant to Va. Code Ann. § 2.2-5200, *et seq.*

ARTICLE II: MISSION

The Fairfax-Falls Church CPMT is committed to providing all children, youth, and their families with equitable and easy access to a continuum of quality, integrated and/or coordinated services, supports, and opportunities that further their social, emotional, mental, and behavioral health and that promote resiliency.

ARTICLE III: PARTICIPATING JURISDICTIONS AND NAME

The governing bodies of Fairfax County and the cities of Fairfax and Falls Church have agreed to work jointly on implementing the Children's Services Act. Therefore, this body shall be known as the "Fairfax-Falls Church Community Policy and Management Team."

ARTICLE IV: RESPONSIBILITIES

As set forth in the *Code of Virginia*, the CPMT's authority and duties include, but are not limited to, the following:

1. Develop interagency policies and procedures to govern the provision of services to children and families;
2. Develop interagency fiscal policies governing access to the State pool of funds by the eligible populations including immediate access to funds for emergency services and sheltered care;
3. Establish policies to assess the ability of parents or legal guardians to contribute financially to the cost of services to be provided and, when not specifically prohibited by federal or state law, provide for appropriate parental or legal guardian financial contribution, utilizing a standard sliding fee scale based upon ability to pay;
4. Coordinate long range, community-wide planning which ensures the development of resources and services needed by children and families;

5. Establish policies governing referrals and reviews of children and families to the Family Assessment and Planning Teams and a process to review the teams' recommendations and requests for funding;
6. Establish Family Assessment and Planning Teams (FAPT) and/or collaborative, multidisciplinary teams (MDT) as needed;
7. Establish quality assurance and accountability procedures for program utilization and funds management;
8. Establish procedures for obtaining bids on the development of new services and enter into contracts for the provision or operation of services in accordance with the Fairfax County Purchasing Resolution;
9. Manage funds in the interagency budget allocated to the community from the state pools of funds, the trust fund, and any other source;
10. Authorize and monitor the expenditure of funds by each Family Assessment and Planning Team;
11. Submit grant proposals that benefit this community to the state trust fund and enter into contracts for the provision or operation of services upon approval of the participating governing bodies;
12. Serve as the community's liaison to the Office for Children's Services, reporting on its programmatic and fiscal operations and on its recommendations for improving the service system, including consideration of realignment of geographical boundaries for providing human services;
13. Collect and provide uniform data to the State Executive Council as requested by the Office for Children's Services in accordance with subdivision D 16 of §2.2-2648;
14. Review and analyze data in management reports provided by the Office of Children's Services in accordance with subdivision D 18 of § 2.2-2648 to help evaluate child and family outcomes and public and private provider performance in the provision of services to children and families through the Children's Services Act program, review local and statewide data provided in the management reports on the number of children served, children placed out of state, demographics, types of services provided, duration of services, service expenditures, child and family outcomes, and performance measures, and track the utilization and performance of residential placements using data and management reports to develop and implement strategies for returning children placed outside of the Commonwealth, preventing placements, and reducing lengths of stay in residential programs for children who can appropriately and effectively be served in their home, relative's homes, family-like setting, or their community;

15. Administer funds pursuant to § 16.1-309.3;
16. Have authority upon approval of the participating governing bodies, to enter into a contract with another community policy and management team to purchase coordination services, provided that funds described as the state pool of funds under § 2.2-5211 are not used;
17. Submit to the Department of Behavioral Health and Developmental Services information on children under the age of 14 and adolescents ages 14 through 17 for whom an admission to an acute care psychiatric or residential treatment facility licensed pursuant to § 37.2-403 *et seq.*, exclusive of group homes, was sought but was unable to be obtained by the reporting entities. Such information shall be gathered from the family assessment and planning teams or participating community agencies authorized in § 2.2-5207;
18. Establish policies for providing intensive care coordination services for children who are at risk of entering, or are placed in, residential care through the Children's Services Act program, consistent with guidelines developed pursuant to subdivision D 22 of § 2.2-2648; and
19. Establish policies and procedures for appeals by youth and their families of decisions made by local family assessment and planning teams regarding services to be provided to the youth and family pursuant to an individual family services plan developed by the local family assessment and planning team. Such policies and procedures shall not apply to appeals made pursuant to § 63.2-915 or in accordance with the Individuals with Disabilities Education Act or federal or state laws or regulations governing the provision of medical assistance pursuant to Title XIX of the Social Security Act.

ARTICLE V: MEMBERSHIP, APPOINTMENTS, AND TERM OF OFFICE

Section 1. Memberships.

The CPMT shall have no more than twenty-one (21) members. Eleven (11) members have legally mandated status under the Code of Virginia. Four (4) members are locally mandated by the Fairfax County Board of Supervisors. Six (6) additional members may be appointed by the Fairfax County Board of Supervisors. Of the twenty-one CPMT members, eight (8) members shall serve on a limited term basis.

Section 2. Legally Mandated Members.

The following representatives are mandated under *Virginia Code* to serve as members of the CPMT:

- Deputy County Executive, Health and Human Services
- Director of Court Services for the Fairfax County Juvenile and Domestic Relations Court
- Director of the Department of Family Services

- Executive Director of the Fairfax-Falls Church Community Services Board
- Director of the Department of Health
- Assistant Superintendent, Department of Special Services, Fairfax County Public Schools
- One (1) representative of the Falls Church City Public Schools
- One (1) human services representative appointed by the Fairfax City Council
- One (1) human services representative appointed by the Falls Church City Council
- One (1) representative of private service providers (Limited Term Member)
- One (1) parent representative who is not an employee of any public or private provider of services to youth (Limited Term Member)

Section 3. Locally Mandated Members.

The following representatives are designated by the Fairfax County Board of Supervisors to serve as members of the CPMT:

- Director of the Office of Strategy Management
- Director of the Department of Neighborhood and Community Services
- Director of Special Education Procedural Support, Fairfax County Public Schools
- Director of Intervention and Prevention Services, Fairfax County Public Schools

Section 4. Optional Members.

The Fairfax County Board of Supervisors may appoint the following limited term members to the CPMT after all participating jurisdictions have had the opportunity to submit nomination recommendations:

- One (1) representative of private service providers
- Up to four (4) parent representatives who are not employees of any public or private provider of services to youth
- One (1) community representative

Section 5. Appointments and Terms for Limited Term Members

Term of Appointment: The private service provider and parent representative legally mandated to serve on the CPMT and any appointed optional members (up to six members) shall serve two (2) year limited term appointments.

Appointment: Fairfax County, the City of Fairfax, and the City of Falls Church shall be afforded the opportunity to nominate persons for limited term appointments. The Chair of the CPMT shall appoint a Nominating Committee of at least three (3) members who, after consideration of all nominations, shall make recommendations to the CPMT. If the CPMT approves the Nominating Committee's recommended candidate(s) for limited term membership, it shall forward the recommended candidate(s) to the Fairfax County Board of Supervisors for approval. The Chair shall appoint at least one parent representative to the Nominating Committee when the appointment of a parent representative is being considered.

Re-Appointment: Re-appointments may be made for additional consecutive terms by currently serving, limited term members upon approval by the Fairfax County Board of Supervisors after CPMT consideration of recommendations from all participating jurisdictions. The terms of private service provider representatives shall expire in alternating years.

ARTICLE VI: OFFICERS AND THEIR DUTIES

Section 1. Officers.

The officers of the CPMT shall consist of a Chair and Vice Chair. The Chair shall be the Fairfax County Deputy County Executive for Health and Human Services.

Section 2. Duties of the Chair.

The duties of the Chair shall be:

- a. To set the agenda for and preside at all meetings of the CPMT.
- b. To appoint committees as needed to support the work of the CPMT.
- c. To keep the State Management Team, the Fairfax County Board of Supervisors, and the Councils of the participating cities informed of the activities of the CPMT.
- d. To perform other duties as determined by the CPMT.

Section 3. Duties of the Vice Chair.

The Vice Chair shall, in the absence of the Chair, perform the duties of the Chair and other duties determined by the CPMT.

ARTICLE VII: ELECTION OF CERTAIN OFFICERS AND TERM OF OFFICE

Section 1. Elections.

Election of officers other than the Chair shall be conducted by the CPMT acting as a Nominating Committee of the Whole. The election shall be held at the last meeting of the County fiscal year or as needed, and in accordance with the voting provisions of Article X of these bylaws.

Section 2. Term of Office.

The term of officers other than the Chair shall be for the County fiscal year. There is no term limit on the number of terms which a person may serve.

Section 3. Replacement of Officers.

If an office other than the Chair becomes vacant for any reason, it shall be filled by an election at the next regular meeting having a majority of members present. The newly elected officer shall

complete the unexpired term of the officer succeeded. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.

ARTICLE VIII: MEETINGS

Section 1. Meetings.

The CPMT shall hold a sufficient number of meetings to properly conduct its business.

Section 2. Absences.

Absences shall be managed in accordance with Fairfax County Procedural Memorandum 01-02, which states that upon notification by staff, the Clerk will communicate with the Board of Supervisors regarding members who are absent from three or more consecutive meetings.

Any Limited Term member who misses three consecutive meetings or more than half of the scheduled meetings within a 12-month period, or who fails to participate in the work of the CPMT without good cause acceptable to a majority of the other CPMT members may be subject to removal from the CPMT in accordance with Article XIII of these bylaws.

Upon notification by staff, the Clerks of the Cities will inform their respective City Council about members representing the Cities who are absent from three (3) or more consecutive meetings.

Section 3. VFOIA.

All meetings shall be open to the public except as provided under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*, as it may be amended from time to time ("VFOIA"). Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through electronic communication means pursuant to § 2.2-3708.2, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body.

Section 4. Notice and Agenda.

Notice and the agenda of all meetings shall be provided as required under the VFOIA. All meetings shall be preceded by properly posted notice stating the date, time, and location of each meeting. Notice of a meeting shall be given at least three working days prior to the meeting. Notice of emergency meetings, reasonable under the circumstances, shall be given contemporaneously with the notice provided to CPMT members. Notices of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site as well as to the Office of Communications at the City of Falls Church and the

City of Fairfax for posting at their respective City Hall and their City website. All meetings shall be conducted in public places that are accessible to persons with disabilities.

Section 5. Public Access.

For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to members shall be made available for public inspection at the same time such documents are furnished to the members. Pursuant to the VFOIA, any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any CPMT proceedings.

Section 6. Records.

County staff shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department shall provide staff support to review records and minutes of the meeting.

Section 7. Staff Support.

The Fairfax County Deputy Executive for Health and Human Services shall designate staff to provide administrative support including preparation and distribution of agendas and meeting minutes.

ARTICLE IX: QUORUM

A majority of the members of the CPMT including the Chair or Vice-Chair, present in person, constitutes a quorum at all meetings of the CPMT for the transaction of business.

ARTICLE X: RULES OF ORDER

Section 1. Voting.

Both officially appointed members and their designees may participate in discussions. However, only the officially appointed members may vote.

A quorum is necessary for a vote. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of the CPMT members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes of CPMT members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Section 2. Conduct and Procedure.

The CPMT shall generally work by consensus. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business. All issues of parliamentary procedure shall be referred to the Chair or presiding officer, whose decisions shall be final.

ARTICLE XI: COMMITTEES

Committees may be established as needed. Committee membership is not limited to members of the CPMT.

All meetings of any such committees shall comply with the notice and other requirements of the VFOIA. To the extent practicable, any such committees shall be composed of at least four members. Committee meetings may be held at the call of the Chairperson or at the request of two members, with notice to all members.

ARTICLE XII: CONFIDENTIALITY

All information about specific youth and families obtained by CPMT members in discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements.

ARTICLE XIII: REMOVAL OF MEMBERS

The CPMT may recommend to the Fairfax County Board of Supervisors removal of any Limited Term member(s) from the CPMT for cause, including but not limited to cause as set forth in Article VIII, Section 2, by a two-thirds majority vote of all the CPMT members. Prior to the CPMT vote to recommend removal of a Limited Term member, the CPMT shall inform the representatives of the Falls Church City Council and the Fairfax City Council of its intention to recommend removal of a Limited Term member. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the CPMT as provided by law.

ARTICLE XIV: COMPLIANCE WITH LAW AND POLICY

The CPMT shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100, *et seq.*, as amended, with all County and City ordinances, and with all County and City policies

concerning the activities of their boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

ARTICLE XV: AMENDMENTS

These bylaws may be amended by adopting the proposed amendment or amendments at any regular meeting of the CPMT by a two-thirds (2/3) vote of those present and voting; provided, however, that notice of the proposed changes have been submitted to the members of the CPMT thirty (30) days prior to the meeting. Proposed amendments to these bylaws may also be adopted at any time without advance notice by unanimous vote of all members of the CPMT. Any proposed amendments are subject to, and shall not become effective until, approval by the Fairfax County Board of Supervisors, the Falls Church City Council, and the Fairfax City Council.

These bylaws were approved by the Board of Supervisors on December 1, 2020.

GIVEN under my hand this ____ day of _____, 2020.

Jill G. Cooper
Clerk for the Board of Supervisors
Department of Clerk Services

BYLAWS OF THE FAIRFAX-FALLS CHURCH COMMUNITY POLICY AND MANAGEMENT TEAM

ARTICLE I: PURPOSE

It is the purpose of the Fairfax-Falls Church Community Policy and Management Team (CPMT) to implement the Children's Services Act ~~as specified in Sections 2.1-745 through 2.1-759 of the~~ pursuant to Va. Code of Virginia Ann. § 2.2-5200, et seq.

ARTICLE II: MISSION

The ~~mission of the~~ Fairfax-Falls Church ~~Community Policy and Management Team~~ (CPMT) is committed to provide leadership in the development of new concepts and approaches in the provision of services to providing all children, youth ~~and families of Fairfax County, and their families with equitable and easy access to a continuum of quality, integrated and/or coordinated services, supports, and the cities of Fairfax and Falls Church.~~ The primary focus of the CPMT is to lead the way to effective services to children already at risk of experiencing opportunities that further their social, emotional, mental, and behavioral problems, especially those at risk or in need of out of home placements, and their families. health and that promote resiliency.

ARTICLE III: PARTICIPATING JURISDICTIONS AND NAME

The governing bodies of Fairfax County and the cities of Fairfax and Falls Church have agreed to work jointly ~~in~~ on implementing the Children's Services Act. Therefore, this body shall be known as the "Fairfax-Falls Church Community Policy and Management Team."

ARTICLE ~~TV~~IV: RESPONSIBILITIES

As set forth in the *Code of Virginia*, the ~~CPMT has~~ CPMT's authority and duties include, but are not limited to, the following ~~duties and authority~~:

1. Develop interagency policies and procedures to govern the provision of services to children and families;
2. Develop interagency fiscal policies governing access to the State pool of funds by the eligible populations including immediate access to funds for emergency services and sheltered care;
3. Establish policies to assess the ability of parents or legal guardians to contribute financially to the cost of services to be provided and, when not specifically prohibited by

federal or state law, provide for appropriate parental or legal guardian financial contribution, utilizing a standard sliding fee scale based upon ability to pay;

- ~~3.4.~~ Coordinate long range, community-wide planning which ensures the development of resources and services needed by children and families;
- ~~4.5.~~ Establish policies governing referrals and reviews of children and families to the Family Assessment and Planning Teams and a process to review the teams' recommendations and requests for funding;
- ~~5.6.~~ Establish Family Assessment and Planning Teams (FAPT) and/or collaborative, multidisciplinary teams (MDT) as needed;
- ~~6.7.~~ Establish quality assurance and accountability procedures for program utilization and funds management;
- ~~7.8.~~ ~~Obtain bids~~ Establish procedures for obtaining bids on the development of new services and enter into contracts for the provision or operation of services in accordance with the Fairfax County ~~Public Procurement Act;~~ Purchasing Resolution;
- ~~8.9.~~ ~~Establish procedures for the management of~~ Manage funds in the interagency budget allocated to the community from the ~~State pool~~ state pools of funds, the ~~Trust~~ trust fund, and any other source;
- ~~9.10.~~ Authorize and monitor the expenditure of funds by each Family Assessment and Planning Team;
- ~~10.11.~~ Submit grant proposals that benefit this community to the state trust fund and enter into contracts for the provision or operation of services upon approval ~~by the Fairfax County Board of Supervisors;~~ and, of the participating governing bodies;
- ~~11.12.~~ Serve as ~~its~~ the community's liaison to the ~~State Management Team~~ Office for Children's Services, reporting on its programmatic and fiscal operations and on its recommendations for improving the service system, including consideration of realignment of geographical boundaries for providing human services;
13. Collect and provide uniform data to the State Executive Council as requested by the Office for Children's Services in accordance with subdivision D 16 of §2.2-2648;
14. Review and analyze data in management reports provided by the Office of Children's Services in accordance with subdivision D 18 of § 2.2-2648 to help evaluate child and family outcomes and public and private provider performance in the provision of services to children and families through the Children's Services Act program, review local and statewide data provided in the management reports on the number of children served, children placed out of state, demographics, types of services provided, duration of services, service expenditures, child and family outcomes, and performance measures,

and track the utilization and performance of residential placements using data and management reports to develop and implement strategies for returning children placed outside of the Commonwealth, preventing placements, and reducing lengths of stay in residential programs for children who can appropriately and effectively be served in their home, relative's homes, family-like setting, or their community;

15. Administer funds pursuant to § 16.1-309.3;

16. Have authority upon approval of the participating governing bodies, to enter into a contract with another community policy and management team to purchase coordination services, provided that funds described as the state pool of funds under § 2.2-5211 are not used;

17. Submit to the Department of Behavioral Health and Developmental Services information on children under the age of 14 and adolescents ages 14 through 17 for whom an admission to an acute care psychiatric or residential treatment facility licensed pursuant to § 37.2-403 *et seq.*, exclusive of group homes, was sought but was unable to be obtained by the reporting entities. Such information shall be gathered from the family assessment and planning teams or participating community agencies authorized in § 2.2-5207;

18. Establish policies for providing intensive care coordination services for children who are at risk of entering, or are placed in, residential care through the Children's Services Act program, consistent with guidelines developed pursuant to subdivision D 22 of § 2.2-2648; and

19. Establish policies and procedures for appeals by youth and their families of decisions made by local family assessment and planning teams regarding services to be provided to the youth and family pursuant to an individual family services plan developed by the local family assessment and planning team. Such policies and procedures shall not apply to appeals made pursuant to § 63.2-915 or in accordance with the Individuals with Disabilities Education Act or federal or state laws or regulations governing the provision of medical assistance pursuant to Title XIX of the Social Security Act.

ARTICLE V: MEMBERSHIP, APPOINTMENTS, AND TERM OF OFFICE

Section 1. Memberships.

The CPMT shall have no more than twenty-one (21) members. ~~Ten (10)~~Eleven (11) members have legally mandated status under the Code of Virginia. ~~Five (5)~~Four (4) members are locally mandated by the Fairfax County Board of Supervisors. ~~Seven (7)~~Six (6) additional members may be appointed by the Fairfax County Board of Supervisors ~~on an optional basis.~~ Of the twenty-one CPMT members, eight (8) ~~are filled~~members shall serve on a limited term basis ~~by the Board of Supervisors.~~

Section 2. ~~State~~Legally Mandated Members.

The following representatives are mandated under *Virginia Code* to serve as members of the CPMT:

- Deputy County Executive, Health and Human Services
- Director of Court Services for the Fairfax County Juvenile and Domestic Relations Court
- Director of the Department of Family Services
- Executive Director of the Fairfax-Falls Church Community Services Board
- Director of the Department of Health
- ~~Director~~Assistant Superintendent, Department of Special Services, Fairfax County Public Schools
- One (1) representative of the Falls Church City Public Schools
- One (1) human services representative appointed by the Fairfax City Council
- One (1) human services representative appointed by the Falls Church City Council
- One (1) representative of private service providers* (Limited Term Member)
- One (1) parent representative who is not an employee of any public or private provider of services to youth* (Limited Term Member)

Section 3. Locally Mandated Members.

The following representatives are designated by the Fairfax County Board of Supervisors to serve as members of the CPMT:

- ~~Deputy County Executive, Human Services~~
- Director of the ~~Department~~Office of ~~Administration for Human Services~~Strategy Management
- Director of the Department of Neighborhood and Community Services
- Director of Special Education Procedural Support, Fairfax County Public Schools
- Director of Intervention and Prevention Services, Fairfax County Public Schools

Section 4. Optional Members.

The Fairfax County Board of Supervisors may appoint the following ~~positions as members of the CPMT~~limited term members to the CPMT after all participating jurisdictions have had the opportunity to submit nomination recommendations:

- ~~Two (2) representatives~~One (1) representative of private service providers*
- Up to four (4) parent representatives who are not employees of any public or private provider of services to youth*
- One (1) community representative*

Section 5. Appointments and Terms for Limited Term Members

Term of Appointment: The ~~eight (8)~~ private service provider and parent representative legally mandated to serve on the CPMT and any appointed optional members identified by an asterisk (*) in Sections 2, 3, and 4 above (up to six members)

shall serve two (2) year limited term appointments. ~~The term shall be for two (2) years and re-appointments may be made for additional consecutive terms upon approval by the CPMT and Board of Supervisors. The terms~~

Appointment: Fairfax County, the City of ~~private service provider representatives shall expire in alternating years.~~

All jurisdictions Fairfax, and the City of Falls Church shall be afforded the opportunity to nominate persons for limited term appointments. The Chair of the CPMT shall ~~forward the CPMT's~~ appoint a Nominating Committee of at least three (3) members who, after consideration of all nominations, shall make recommendations to the CPMT. If the CPMT approves the Nominating Committee's recommended ~~nominee~~ candidate(s) for limited term membership, it shall forward the recommended candidate(s) to the Fairfax County Board of Supervisors ~~or other appointing authority~~ for approval. ~~For the parent representatives,~~ The Chair ~~will~~ shall appoint a Nominating Committee ~~of three members with~~ at least one parent representative to ~~assist in obtaining nominations for these limited term members.~~ the Nominating Committee when the appointment of a parent representative is being considered.

Re-Appointment: Re-appointments may be made for additional consecutive terms by currently serving, limited term members upon approval by the Fairfax County Board of Supervisors after CPMT consideration of recommendations from all participating jurisdictions. The terms of private service provider representatives shall expire in alternating years.

ARTICLE VI: OFFICERS AND THEIR DUTIES

Section 1. Officers.

The officers of the CPMT shall consist of a Chair and Vice Chair. The Chair shall be the Fairfax County Deputy County Executive for Health and Human Services.

Section 2. Duties of the Chair.

The duties of the Chair shall be:

- a. To set the agenda for and preside at all meetings of the CPMT.
- b. To appoint committees as needed to support the work of the CPMT.
- c. To keep the State Management Team, the Fairfax County Board of Supervisors, and the Councils of the participating cities informed of the activities of the CPMT.
- d. To perform other duties as determined by the CPMT.

Section 3. Duties of the Vice Chair.

The Vice Chair shall, in the absence of the Chair, perform the duties of the Chair and other duties determined by the CPMT.

ARTICLE VII: ELECTION OF ~~THE~~CERTAIN OFFICERS AND TERM OF OFFICE

Section 1. Elections.

Election of officers other than the Chair shall be conducted by the CPMT acting as a Nominating Committee of the Whole. The election shall be held at the last meeting of the County fiscal year or as needed, and in accordance with the voting provisions of Article X of these bylaws.

Section 2. Term of Office.

The term of officers other than the Chair shall be for the County fiscal year. There is no term limit on the number of terms which a person may serve.

Section 3. Replacement of Officers.

If an office other than the Chair becomes vacant for any reason, it shall be filled by an election at the next regular meeting having a majority of members present. The newly elected officer shall complete the unexpired term of the officer succeeded. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.

ARTICLE VIII: MEETINGS

Section 1. Meetings.

The CPMT shall hold a sufficient number of meetings to properly conduct its business.

Section 2. Absences.

Absences shall be managed in accordance with Fairfax County Procedural Memorandum Number 9901-02, which states that ~~the names of the~~upon notification by staff, the Clerk will communicate with the Board of Supervisors regarding members who are absent ~~for~~from three or more consecutive ~~regularly scheduled meetings are to be transmitted to the Clerk to the Board of Supervisors or other appointing authority for appropriate action.~~

Any Limited Term member who misses three consecutive meetings or more than half of the scheduled meetings within a 12-month period, or who fails to participate in the work of the CPMT without good cause acceptable to a majority of the other CPMT members may be subject to removal from the CPMT in accordance with Article XIII of these bylaws.

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Section 4. Notice and Agenda.

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Section 6. Records.

County staff shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department shall provide staff support to review records and minutes of the meeting.

Section 7. Staff Support.

The ~~Chair shall assign~~ Fairfax County ~~staff designated by the~~ Deputy Executive for Health and Human Services ~~to maintain the minutes of all meetings, to prepare~~ shall designate staff to provide administrative support including preparation and distribution of agendas, and ~~to distribute~~ meeting minutes.

ARTICLE IX: QUORUM

A majority of the members of the CPMT including the Chair or Vice-Chair, present in person, constitutes a quorum at all meetings of the CPMT for the transaction of business.

ARTICLE X: RULES OF ORDER

Section 1. Voting.

Both officially appointed members and their designees may participate in discussions. However, only the officially appointed ~~member~~members may vote.

A quorum is necessary for a vote. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of the CPMT members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes of CPMT members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Section 2. ~~Decisions~~ Conduct and Procedure.

The CPMT shall generally work by consensus. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised, shall be used as a guide in conducting Management Team and except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business. All issues of parliamentary procedure shall be referred to the ~~Chairman~~Chair or presiding officer ~~where, whose~~ decisions shall be final ~~or binding~~.

ARTICLE XI: COMMITTEES

Committees may be established as needed. ~~Membership~~Committee membership is not limited to members of the CPMT.

All meetings of any such committees shall comply with the notice and other requirements of the VFOIA. To the extent practicable, any such committees shall be composed of at least four members. Committee meetings may be held at the call of the Chairperson or at the request of two members, with notice to all members.

ARTICLE XII: CONFIDENTIALITY

All information about specific youth and families obtained by CPMT members in discharge of their responsibilities shall be confidential under all applicable laws, mandates, and licensing requirements.

ARTICLE XIII: REMOVAL OF MEMBERS

The CPMT may recommend to the Fairfax County Board of Supervisors removal of any Limited Term member(s) from the CPMT for cause, including but not limited to cause as set forth in Article VIII, Section 2, by a two-thirds majority vote of all the CPMT members. Prior to the CPMT vote to recommend removal of a Limited Term member, the CPMT shall inform the representatives of the Falls Church City Council and the Fairfax City Council of its intention to recommend removal of a Limited Term member. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' authority to remove members from the CPMT as provided by law.

ARTICLE XIV: COMPLIANCE WITH LAW AND POLICY

The CPMT shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100, et seq., as amended, with all County and City ordinances, and with all County and City policies concerning the activities of their boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

ARTICLE XV: AMENDMENTS

These bylaws may be amended by adopting the proposed amendment or amendments at any regular meeting of the CPMT by a two-thirds (2/3) vote of those present and voting; provided, however, that notice of the proposed changes have been submitted to the members of the CPMT thirty (30) days prior to the meeting. ~~These Proposed amendments to these~~ bylaws may also be ~~amended~~adopted at any time without advance notice by unanimous vote of all members of the CPMT. Any proposed amendments are subject to, and shall not become effective until, approval by the Fairfax County Board of Supervisors, the Falls Church City Council, and the Fairfax City Council.

These bylaws were ~~last amended at a regular meeting of the CPMT held on March 24, 2017 and~~ approved by the Board of Supervisors on December 1, 2020.

GIVEN under my hand this day of , 2020.

Jill G. Cooper

Clerk for the Board of Supervisors

Department of Clerk Services

INFORMATION - 1

Approval of Fairfax-Falls Church Community Services Board Fee Schedule

Since its establishment in 1969, the Fairfax-Falls Church Community Services Board (CSB) has complied with Section 37.2-504 (A) (7) of the Code of Virginia, which states the CSB shall prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the CSB Board and establish procedures for the collection of the same.

The CSB ensures compliance with the Code of Virginia by: (1) conducting a review of fee-related materials by CSB staff, in consultation with CSB Board Members; (2) reviewing publicly during CSB Board meetings and accepting written comments regarding proposed changes; and (3) accepting comments during multiple public CSB Board meeting. In accordance with the CSB's Memorandum of Agreement with the Board of Supervisors as well as State regulations, on October 28, 2020, the CSB Board approved a Fee Schedule with revisions to selected service charges.

The services on the Fee Schedule include outpatient, residential, and ancillary services. Fees for Virginia Medicaid State Plan Option services are set at the Medicaid reimbursement rate. Fees for outpatient services are traditionally cost-based and recorded in increments that are consistent with Current Procedural Terminology (CPT) maintained by the American Medical Association to uniformly describe medical (including psychiatric), surgical, and diagnostic services. Fees for residential services are based on Medicaid set rates, and in some cases income-based due to the extended length of stay for residential treatment or the permanency of a community-living setting for individuals with an intellectual disability. Ancillary charges include usual and customary fees such as those to cover administrative costs such as copying records or returned checks and as prescribed by Fairfax County Code and/or the Code of Virginia.

The current proposed changes to the CSB Fee Schedule are primarily attributable to revising Medicaid and Medicare reimbursement rates for services.

Unless otherwise directed by the Board of Supervisors, the County Executive will direct staff to proceed with the implementation of the revised Fee Schedule. Sufficient advance notice of fee changes must be given to consumers.

Board Agenda Item
December 1, 2020

FISCAL IMPACT:

The fee related documents provide the CSB with uniform mechanisms to maximize revenues from clients, Medicaid, Medicare, and other health insurance plans. The FY 2021 current budget plan for the CSB includes \$19.4 million in estimated fee revenues.

ENCLOSED DOCUMENTS:

Attachment 1 – CSB Fee Schedule

Attachment 2 – Summary of Changes to CSB 2020-2021 Fee Schedule

STAFF:

Tisha Deeghan, Deputy County Executive

Daryl Washington, Executive Director, Fairfax-Falls Church CSB

Michael A. Neff, Deputy Executive Director of Administrative Operations, Fairfax-Falls Church CSB

Sebastian Tezna, Director of Behavioral Health Operations, Fairfax-Falls Church CSB

FY21 Final Proposed Fee Schedule rev. 112020

Service	Service Code	Revenue Code (Facility Billing Only)	Subject to Ability to Pay Scale	Previous Rate	New Rate	Unit	Change
Interactive Complexity* add on to other clinic services when there is a factor that complicates the psychiatric service or increases the work intensity of the psychotherapy service	90785		Yes	\$15.90	\$16.92	per event	\$1.02
Initial Evaluation/Assessment	90791		Yes	\$150.00	\$159.18	per event	\$9.18
Psychiatric Evaluation, Medical Services	90792		Yes	\$219.00	\$176.58	per event	(\$42.42)
Individual Therapy/Counseling (16 to 37 minutes)	90832		Yes	\$71.28	\$77.62	per event	\$6.34
Individual Therapy/Counseling (38 to 52 minutes)	90834		Yes	\$95.33	\$103.20	per event	\$7.87
Individual Therapy/Counseling (53 minutes or greater)	90837		Yes	\$143.01	\$154.34	per event	\$11.33
Crisis Intervention - Medicaid	H2011		Yes	New	\$30.79	15 min	New
Crisis Intervention - non-Medicaid	90839		Yes	\$37.30/15 min	\$161.02	per hour	\$11.82
Crisis Intervention - Addl 30 Min	90840		Yes	\$71.28	\$77.18	each add'l 30 min	\$5.90
Family Therapy w/out client (50 minutes)	90846		Yes	\$115.19	\$111.75	per event	(\$3.44)
Family Therapy w/ client (50 minutes)	90847		Yes	\$119.82	\$115.54	per event	(\$4.28)
Multi-Family Group Therapy	90849		Yes	\$41.78	\$41.32	per event	(\$0.46)
Group Therapy/Counseling (per group, per person)	90853		Yes	\$28.74	\$30.75	per event	\$2.01
Injection Procedure	96372		Yes	\$30.20	\$16.59	per event	(\$13.61)
Nursing Assessment - New Patient	99201		Yes	\$29.00	\$53.97	per event	\$24.97
Psychiatric Evaluation & Management Low Complexity - New Patient	99203		Yes	\$124.43	\$124.97	per event	\$0.54
Psychiatric Evaluation & Management Moderate Complexity - New Patient	99204		Yes	\$188.16	\$189.38	per event	\$1.22
Nursing Subsequent Care - Established Patient	99211		Yes	\$29.00	\$27.55	per event	(\$1.45)
Psychiatric Evaluation & Management Low Complexity - Established Patient	99213		Yes	\$83.92	\$87.12	per event	\$3.20
Psychiatric Evaluation & Management Moderate Complexity - Established Patient	99214		Yes	\$123.44	\$125.75	per event	\$2.31
Preventative Visit Estimated Age 18-39	99395		Yes	New	\$86.72	per event	New
Preventative Visit Estimated Age 40-64	99396		Yes	New	\$89.89	per event	New
Preventative Visit Estimated Age 65+ (negotiated)	99397		Yes	New	\$95.00	per event	New
Release of Information: Per Page	S9982		No	18c per pg up to 50 pgs; 25c per pg for > = 51 pgs	18c per pg up to 50 pgs; 25c per pg for > = 51 pgs	per pages	\$0.00
Release of Information: Research	S9981		No	\$10.00	\$10.00	per event	\$0.00
Urine Collection & Drug Screen- Retests Only (Specimen Handling)	99000		Yes	New	\$25.00	per event	New
Case Management - SA	H0006		Yes	\$243.00	\$243.00	per month	\$0.00
Residential Treatment	H0010 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	\$393.50	\$393.50	per day	\$0.00
Intensive Outpatient - SA	H0015	Revenue Code 905 or 906	Yes	\$250.00	\$250.00	per day	\$0.00
Behavioral Health Outreach Service (Case Management - MH)	H0023		Yes	\$326.50	\$326.50	per month	\$0.00
Intensive Community Treatment	H0039		Yes	\$153.00	\$153.00	per hour	\$0.00
Therapeutic Behavioral Services	H2019		Yes	\$89.00	\$89.00	per 15 min	\$0.00
Crisis Stabilization - Adult Residential (Therapeutic Behavioral Services)	H2019	Revenue Code(s) 1001, and DRG(s) 876, 880-887	Yes	\$583 (Facility only)	\$583 (Facility only)	per day	\$0.00
Turning Point Program	H2020		Yes	New	\$146.22	per day	New
Detoxification, Medical, Residential-setting	H2036 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	\$750.00	\$393.50	per day	(\$356.50)
Detoxification, Social, Residential-setting	H2036 - HB	Revenue Code(s) 1002, and DRG(s) 894-897	Yes	\$750.00	\$393.50	per day	(\$356.50)
Drop-In Support Services, ID	None		Yes	Rate set by vendor(s) but no less than \$2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge \$2 per hour.	Rate set by vendor(s) but no less than \$2 per hour and for those with incomes above 150% of FPL, apply 20% liability (based on ATP Scale) of the CSB contracted negotiated rate. If below 150% of FPL, charge \$2 per hour.	per hour	\$0.00
Late Cancellation or No Show (commercial insurance coverage only)	None		Yes	\$25.00	\$25.00	per appointment	\$0.00
Residential Fee ID Community Living Services	None		No	75%	75%	of monthly gross income	\$0.00
Residential Fee MH/SA Community Living Services	None		No	30%	30%	of monthly gross income	\$0.00
Returned Check (due to insufficient funds or closed account)	None		No	\$50.00	\$50.00	per check	\$0.00
Transportation	None		No	\$100.00	\$100.00	per month	\$0.00
Partial Hospitalization Psychiatric Patient	S0201	Revenue Code 912	Yes	\$500.00	\$500.00	per diem	\$0.00
Partial Hospitalization Substance Abuse Patient	S0201	Revenue Code 913	Yes	\$500.00	\$500.00	per diem	\$0.00

Summary of Changes to CSB 2020-2021 Fee Schedule

Fee Schedule

- Updates the fee determination methodology. The CSB has adopted the use of the national standard for rate development used by Medicare to determine reimbursement rates. The following structure has been adopted to allow for the Schedule to be updated annually with a standard methodology that can be validated with transparency.
 - First, use of CMS Medicare code/rate structure for Fairfax County
 - Second, if code/rate not available, use Virginia Department of Medical Assistance (DMAS) Fee Schedule
 - Third, if code/rate not available, use CSB negotiated rate with payers
- All codes validated against CMS service table to ensure accuracy of code/service description.
- Units of service validated by AMA coding manuals.

INFORMATION - 2

Presentation of the Fiscal Year (FY) 2020 Comprehensive Annual Financial Report (CAFR) and Popular Annual Financial Report (PAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for FY 2020 have been audited by Cherry Bekaert LLP, and Cherry Bekaert's opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's CAFR (Attachment 1). A representative from Cherry Bekaert is participating in the meeting.

In addition to meeting the requirements of the Code, the audit was designed to meet federal regulations as outlined in the Code of Federal Regulations, Title 2 of the Code of Federal Regulation, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Known as the Single Audit, this is a special type of compliance audit applicable to federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. Cherry Bekaert's report related specifically to this audit activity is provided as a separate report and is included as Attachment 2.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses. In response to the Board's request, Attachment 3 is a memorandum summarizing the audit findings and management responses to those findings.

The CAFR presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The FY 2019 CAFR for the County was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA, for the 42nd time.

Board Agenda Item
December 1, 2020

Attachment 4 is the FY 2020 Popular Annual Financial Report (PAFR). To meet the varied needs of our citizens, legislative and oversight bodies, financial managers, investors and others, the CAFR presents a large and complex volume of financial information presented at an extremely detailed level. Conversely, the PAFR is designed to offer those with a general interest in the County's financial activities a less detailed glimpse at selected data from the CAFR, presented in a highly readable format.

The GFOA PAFR award program annually recognizes high quality reports that meet the GFOA's criteria for reader appeal, understandability, dissemination and other related requirements. We were extremely pleased to have received the award for Popular Annual Financial Reporting for the FY 2019 PAFR. First produced in FY 2017, this is the 3rd consecutive year the award has been received. The FY 2020 report will be submitted to the GFOA for peer review and award consideration.

ENCLOSED DOCUMENTS:

Attachment 1 – The FY 2020 Comprehensive Annual Financial Report (CAFR) can be found online at:

<https://www.fairfaxcounty.gov/finance/financialreporting/comprehensiveannualfinancialreport>

Attachment 2 – Cherry Bekaert's required communications document titled "Fairfax County Board of Supervisors Reports"

Attachment 3 – Memorandum summarizing the audit findings and management responses

Attachment 4 – The FY 2020 Popular Annual Financial Report (PAFR) can be found online at:

<https://www.fairfaxcounty.gov/finance/financialreporting/popularannualfinancialreport>

STAFF:

Joseph M. Mondoro, Chief Financial Officer

Christopher J. Pietsch, Director, Department of Finance

Deirdre M. Finneran, Deputy Director, Department of Finance

Richard M. Modie Jr., Chief, Financial Reporting Division, Department of Finance

Tanya D. Burrell, Chief, Financial Operations Division, Department of Finance

FAIRFAX COUNTY BOARD OF SUPERVISORS REPORTS

For the Fiscal Year Ended June 30, 2020

**FAIRFAX COUNTY
BOARD OF SUPERVISORS REPORTS
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To the Board of Supervisors
County of Fairfax, Virginia
Fairfax, Virginia

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of County of Fairfax, Virginia (the "County"), as of and for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 26, 2020. Professional standards also require that we communicate to you the following information related to our audit.

SIGNIFICANT AUDIT MATTERS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. During the year, the County adopted GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The application of existing policies was not changed during 2020. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. As discussed in Note O to the financial statements, in March 2020 the World Health Organization declared COVID-19 a global pandemic. Given the uncertainty of the situation and the duration of any business disruption, the related financial impact cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the County's financial statements were:

- Allowance for doubtful accounts – based on management's conclusion that specific accounts are at significant risk of collection or are no longer considered collectible
- Useful lives of property and equipment – based on management's analysis of the assets life expectancy
- Pension and Other Postemployment Benefits (OPEB) liabilities – based on management's inputs and actuarial determination
- Self-insurance and Health Benefits Liabilities – based on management's inputs and actuarial determination
- Landfill closure and Post-closure obligations – based on certified engineering report and management's assumptions
- Net asset value of certain not readily marketable securities for the fiduciary funds
- Accruals for unbilled accounts receivable and unreceived invoices for accounts payable in the Integrated Sewer System fund – based on management's assumptions

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 23, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

Our tests disclosed an instance of noncompliance that is required to be reported under the *Specifications for Audits of Counties, Cities, and Towns* and which is described in the Report of Independent Auditor on Compliance with Commonwealth of Virginia's Laws, Regulations, Contracts, and Grants as item 2020-001. In addition, we have issued a management comment letter with one recommendation to strengthen internal controls.

OTHER MATTERS

We applied certain limited procedures to the required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the other supplementary information, which accompanies the financial statements but which is not RSI. With respect to this other supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Board of Supervisors and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Cherry Bekant LLP". The signature is written in a cursive, flowing style.

Tysons Corner, Virginia
November 23, 2020

May 26, 2020

Mr. Christopher J. Pietsch, Director
Department of Finance

Ms. Cathy A. Muse, Director
Department of Procurement and Material Management

County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Muse:

This engagement letter between County of Fairfax, Virginia and related component units (e.g., Discrete {Fairfax County Redevelopment and Housing Authority, Fairfax County Economic Development Authority, Fairfax County Park Authority, Fairfax County Public Schools} and blended {Solid Waste Authority of Fairfax County, Small District One, Small District Five, Dulles Rail Phase I Transportation Improvement District, Dulles Rail Phase II Transportation Improvement District, and Mosaic District Community Development Authority}) (hereafter referred to as the "County" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the County.

SUMMARY OF SERVICES

We will provide the following services to the County as of and for the year ended June 30, 2020:

Audit and attestation services

1. We will audit the basic financial statements of the County as of and for the year ended June 30, 2020 including the governmental activities, the business type activities, the discretely presented component units, each major fund and the aggregate remaining fund information.
2. We will audit the Other Supplementary Information, per the County's financial statements' Table of Contents; the Other Supplementary Information, per the stand-alone financial statements' Table of Contents for the Fairfax County Uniformed Retirement System, the Fairfax County Employees' Retirement System, the Fairfax County Police Retirement System and the Educational Employees'; Supplementary Retirement System of Fairfax County; and the Schedule of Expenditures of Federal Awards, as presented in the separately issued Single Audit reporting package. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
3. We will apply limited procedures to the Required Supplementary Information (e.g., management's discussion and analysis, budgetary comparison schedules, pension and other postemployment schedules), which will consist of inquiries of County's

management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

4. The Introductory and Statistical sections accompanying the financial statements will not be subjected to the auditing procedures applied to our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.

We will issue written reports in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Commonwealth of Virginia's Auditor of Public Accounts' (the "APA") *Specifications for Audits of Counties, Cities and Towns or Specifications for Audits of Authorities, Boards and Commissions* (the "Specifications"), as applicable, on the results of our audit procedures for the following entities:

- Fairfax County Redevelopment and Housing Authority
- Fairfax County Economic Development Authority
- Fairfax County Park Authority
- Fairfax County Public Schools
- Fairfax County Integrated Sewer System (enterprise fund of the County)
- Fairfax County Uniformed Retirement System
- Fairfax County Employees' Retirement System
- Fairfax County Police Retirement System
- Educational Employees' Supplementary Retirement System
- State Route 28 Highway Transportation District

We will also issue the following reports:

- Report of Independent Auditor for use with Official Statements ("Liftable")
- Management Letter detailing any operational observations noted (if applicable)

Nonattest accounting and other services

We will provide the following additional services:

1. Assist in the preparation of the financial statements and footnotes for the Fairfax County Redevelopment and Housing Authority (the "Authority") from the trial balances and supporting information that you will provide.
2. Complete the appropriate sections of and sign the Data Collection Form.

All agreed upon procedures and examination reports under contract #4400006639 will be covered under a separate engagement letter.

YOUR EXPECTATIONS

Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the County's expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County recognizes that our professional standards require that we be independent from the County in our audit of the County's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the County should not expect that we will act only with due regard to the County's interest in the performance of this audit, and the County should not impose on us special confidence that we will conduct this audit with only the County's interest in mind. Because of our obligation to be independent of the County, no fiduciary relationship will be created by this engagement or audit of the County's financial statements.

The engagement will be led by John Gilberto and Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT AND ATTESTATION SERVICES

The objective of our audit is the expression of opinions as to whether the County's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP") and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; the OMB *Guidance for Grants and Agreements* (2 CFR 200); and the Specifications, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other

procedures as deemed necessary to enable us to express such opinions. We will also issue written reports upon completion of our Single Audit. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

NONATTEST ACCOUNTING AND OTHER SERVICES

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity, or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming County's management responsibilities.

In conjunction with providing these accounting and other services, we may use third-party software or templates created by Cherry Bekaert for use on third-party software. Management expressly agrees that the County has obtained no rights to use such software or templates and that Cherry Bekaert's use of the County's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise County's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the County's financial statements. The County's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the County's financial statements. If, while reviewing the journal entries, the County's management determines that a journal entry is inappropriate, it will be the County's management's responsibility to contact us to correct it.

Financial statement preparation

We will assist in the preparation of the Authority's financial statements and related notes, based on information provided by the Authority. However, the responsibility for the Authority's financial statements and notes remains with the Authority's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

Data Collection Form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County; however, it is the County's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

County's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the County's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies of the materials prepared with our assistance.

COUNTY'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT

The County's management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the County's management and financial information is reliable and properly reported. The County's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The County's management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) the County's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is the County's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The County's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) the County has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial

statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The County's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The County's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing County's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The County's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

FEES

As detailed in our letter dated January 8, 2016, the County and Cherry Bekaert have agreed that the increase in audit fee and Rate Per Hour for additional services for fiscal year 2017 and each subsequent fiscal year will be determined as provided for within section 12.1 of the Request for Proposal, which utilizes the Bureau of Labor Statistics, Consumer Price Index (CPI-U), Table 10, U.S. City Averages for the South Atlantic region. And, as further defined in May 2017, we will use the percent change to the most recent December from the December prior for Table 10 for this and all future billing years.

As further defined in May 2018, due to unavailability of Table 10 referenced above, the County and Cherry Bekaert have agreed to utilize the percent change from the most recent January from the January prior of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Arlington-Alexandra, DC-VA-MD-WV area (<https://www.bls.gov/cpi/tables/home.htm> > Supplemental Files/Archived CIP Supplemental Files > Table 4).

As such, the percentage rate increase is 1.6%, which makes the fiscal year 2020 base audit fee: \$1,348,096.59. The fees will be billed periodically. Invoices are due on a Net 30 basis.

County of Fairfax, Virginia
May 26, 2020
Page 8

If you have any questions, please call John Gilberto at (813) 470-4568 or Rob Churchman at (804) 673-5733.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

COUNTY OF FAIRFAX, VIRGINIA

ACCEPTED BY: *Chris Pietsch*
Chris Pietsch (Jun 8, 2020 14:26 EDT)

TITLE: Director of Finance

DATE: 06/08/2020

ACCEPTED BY: *Cathy A. Mure*

TITLE: Director, Department of Procurement and Material
Management

DATE: 6/15/20

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AUDIT REPORT

Should the County wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by auditing standards generally accepted in the United States of America ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the County will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

LIMITATIONS OF THE AUDIT PROCESS

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the County's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree that the County will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the County's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the County's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by the County's management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of the County's management of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the County and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the County's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

NONATTEST SERVICES (IF APPLICABLE)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the County's designated individual will assume all the County's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the County's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based

on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the County's designated individual. Such advice and guidance shall be limited as permitted under the Code of Professional Conduct.

COMMUNICATIONS

At the conclusion of the audit engagement, we may provide the County's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the County make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the County. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the County; (4) the process used by County's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the County's management concerning a financial accounting, reporting or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of the County's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the County's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the County's management related to the performance of the audit.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the County may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the County, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the County, and other third party providers utilized by either party in connection with the engagement.

Use of third-party providers

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the County, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Independent Contractor

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No Third-Party Beneficiaries

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the County's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes

that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the County will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the County with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the County will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new auditing or accounting standards that impact the County for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the County concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

This engagement letter, along with the Request for Proposal, our Proposal, our Cost Proposal and the Acceptance Agreement #4400006639 (herein referred collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein. Any subsequent changes to the terms of this letter, including additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control.

May 26, 2020

Mr. Christopher J. Pietsch, Director
Department of Finance

Ms. Cathy A. Muse, Director
Department of Procurement and Material Management

County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Muse:

This engagement letter between the County of Fairfax, Virginia and Fairfax County Public Schools (hereafter referred to as the "County" or "you" or "your") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "our" or "us") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the County.

SUMMARY OF SERVICES

We will examine management's assertion that the census data reported to the Virginia Retirement System ("VRS") by the County was complete and accurate for the year ended June 30, 2020. The objectives of our examination are to (1) obtain reasonable assurance about whether the criteria or assertion below is free from material misstatement based on the criteria, and (2) to express an opinion as to whether management's assertion is fairly stated in all material respects.

Criteria or Assertion

The criteria against which management's assertion will be examined is as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the *Code of Virginia* in Section 51.1-136.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with attestation standards.

We will plan and perform an examination to obtain reasonable assurance about whether the census data is free from material misstatement based on the criteria as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the *Code of Virginia* in Section 51.1-136. Our engagement will not include a detailed inspection of every item supporting the assertion (or subject matter) and cannot be relied upon to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known or suspected fraud and noncompliance with the laws and regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

The report we intend to issue is intended solely for the information and use of the County and the Auditor of Public Accounts of the Commonwealth of Virginia and is not intended to be, and should not be, used by anyone other than these specified parties.

You are responsible for the completeness and accuracy of the census data reported to the VRS by the County in accordance with the criteria or assertion described above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about whether the census data is presented as set forth by the VRS and the Board of Trustees' plan provisions as mandated by the *Code of Virginia* in Section 51.1-136. Failure to provide such an assertion will result in our withdrawal from the engagement.

You are also responsible for making all management decisions and performing all management functions; for designating an individual who possesses suitable skill, knowledge, or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

In connection with any of the examination, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity, or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of these services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

YOUR EXPECTATIONS

The County recognizes that our professional standards require that we be independent from you in our examination and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the County should not expect that we will act only with due regard to the County's interest in the performance of this examination, and the County should not impose on us special confidence that we will conduct this examination with only your interest in mind. Because of our obligation to be independent of the County, no fiduciary relationship will be created by this engagement or examination.

The engagement will be led by Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

COUNTY'S MANAGEMENT'S RESPONSIBILITIES RELATED TO THE EXAMINATION

The County's management is responsible for:

- Providing us with the basic information required for our examination and for the accuracy and completeness of that information.
- If applicable, the fair presentation of the financial information included in the report in conformity with the acceptable financial framework or the criteria or assertion described on page one of the engagement letter.
- If applicable, the selection and application of accounting principles and the consistent application of those principles.
- Making all financial or other applicable records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain sufficient evidence to complete our examination.
- Identifying and ensuring that the County complies with the laws and regulations applicable to the criteria or assertion described on page one of the engagement letter.

The County's management is responsible for informing us of its views regarding the risk of fraud impacting the report at the County. The County's management must inform us of their knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, regulators, or others and for informing us about all known or suspected fraud affecting the County involving (a) Management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the report.

The County's management is responsible for the design, implementation, and maintenance of programs and controls over the report and to prevent and detect fraud. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors and fraud or illegal acts.

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, addresses (1) the County's management's responsibilities related to the examination and confirms certain representations made to us during the examination, including, the County's management's acknowledgement of its responsibility for the design and implementation of programs and controls to prevent and detect fraud; (2) the County's management's responsibilities related to the monitoring of internal control over financial reporting; and (3) the County's management's knowledge, directly or from allegations by others, of fraud or suspected fraud affecting the County.

CONDITIONS SUPPORTING FEE

As a result of our preliminary discussions, the County and the Firm have agreed to a fee (see County audit Engagement Letter for fees), subject to the following conditions:

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

If you have any questions, please call Rob Churchman at (804) 673-5733.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

COUNTY OF FAIRFAX, VIRGINIA

ACCEPTED BY: *Chris Pietsch*
Chris Pietsch (Jun 8, 2020 14:26 EDT)

TITLE: Director of Finance

DATE: 06/08/2020

ACCEPTED BY: *Cathy A. Muse*

TITLE: Director, Department of Procurement and Material Management

DATE: 6/15/20

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

RESPONSIBILITIES OF CHERRY BEKAERT LLP

In performing our examination, we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our examination will not include a detailed test of every item supporting the assertion or subject matter and provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the assertion (or subject matter) will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our examination unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters.

Our examination will include procedures designed to obtain reasonable assurance that the assertion is in conformity with the criteria described above. Absolute assurance is not attainable because of the nature of evidence and the characteristics of fraud. For example, examinations performed in accordance with attestation standards are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that errors or fraud, if they exist, may not be detected.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our examination and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. You agree to the use of email and other electronic methods to transmit and receive information, including confidential information between the Firm, the County, and other third-party providers utilized by either party in connection with the engagement.

Use of third-party providers

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Independent Contractor

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No Third-Party Beneficiaries

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested examination schedules and supporting information, timely communication of all significant information, the assumption that unexpected circumstances will not be encountered during the examination, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees.

Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new attestation standards that impact the County for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under examination, we will estimate the impact of any such standard on the nature, timing and extent of our planned examination procedures and will communicate with you concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

This engagement letter, along with the Request for Proposal, our Proposal, our Cost Proposal and the Acceptance Agreement #4400006639 (hereinafter referred to collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control.

May 26, 2020

Mr. Christopher J. Pietsch, Director
Department of Finance

Ms. Cathy A. Muse, Director
Department of Procurement and Material Management

County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035

Dear Mr. Pietsch and Ms. Muse:

This letter of arrangement between the County of Fairfax, Virginia (the "County" or "you" or "your") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "our" or "us") sets forth the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to assure that our professional services are performed to achieve the mutually agreed-upon objectives of the County.

SUMMARY OF SERVICES

We will apply the agreed-upon procedures, which specified parties described below in the Summary of Services section have specified, listed below, to subject matters (described below in the Summary of Services section) of the County for the period ending June 30, 2020. This engagement is solely to assist specified parties described below in the Summary of Services section in determining the County's compliance.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"). The sufficiency of the procedures is solely the responsibility of those parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed below do not constitute an examination or review, we will not express an opinion on subject matters described in the Summary of Services section. In addition, we have no obligation to perform any procedures beyond those listed below.

We will issue a report upon completion of our engagement listing the procedures performed and our findings. If for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from the engagement. The report is intended solely for the use of specified parties described below in the Summary of Services section, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws and regulations affecting the subject matters (described below in the summary of services section) that come to our attention. In addition, if in connection with this engagement, matters come to our attention that contradict the subject matters (described below in the summary of services section), we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

In connection with any of the agreed-upon procedures, accounting or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity, or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The procedures include:

APA Comparative Report Transmittal

We will apply the agreed-upon procedures, which the Auditor of Public Accounts of the Commonwealth of Virginia (the "APA") and the County have specified, as listed below. This engagement is solely to assist the County in evaluating management's assertion about whether the Comparative Report Transmittal Forms comply with the requirements of the *Uniformed Financial Reporting Manual* (the "Manual") for the fiscal year ended June 30, 2020.

1. We will read the requirements for the completion of the forms as set forth in the Manual and identify differences between the County's accounting policies and the requirements of the Manual.
2. We will compare the information contained on Form 050 to the County's basic financial statements and will determine whether any reconciling items are compliant with the requirements of the Manual.
3. We will read any comments made by the APA during the desk review of the County's forms submitted in the prior year and determine whether the current year forms incorporate these comments.
4. We will read the Verify Report and the Edits Report to determine whether the APA's automated forms identified any exceptions.
5. We will compare current and prior year forms to determine whether there are any differences or changes.

6. We will read joint activity forms (Forms 110A, 110B, 310A) prepared by other local governments, authorities or auditors and compared Forms 110A, 110B and 310A to information submitted by the other governments, authorities, or auditors.

Landfill and Solid Waste Transfer Facility

We will apply the agreed-upon procedures for landfill closure of the County based upon the mandates of the Environmental Protection Agency and the Virginia Department of Environmental Quality, as listed below, for the fiscal year ended June 30, 2020. This engagement is solely to assist the County with respect to demonstrating compliance with the local government financial test as required to meet the financial assurance requirements, in accordance with Section 20-70-210 of the *Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities*, relating to the closure, post-closure care and corrective action costs of owning and operating a municipal solid waste landfill facility. We understand that the landfill closure will be presented in conformity with GAAP. Specifically, we will perform the following:

1. We will compare the data and statements contained in the letter from the Solid Waste Management Program, and the data and statements contained in the County's comprehensive annual financial report, as of and for the fiscal year ended June 30, 2020, specifically the total financial assurance liability, and determine whether they agree.
2. We will recompute totals and percentages used in calculating the conditions of the test for the fiscal year ended June 30, 2020.

Sheriff's Internal Controls

We will apply the agreed-upon procedures which were agreed to by the County, and the APA, solely to assist the County in evaluating its assertion that the Sheriff's office has maintained effective internal controls over compliance adequate for complying with the *Virginia Sheriffs' Accounting Manual* ("Manual") and the *Code of Virginia*, Section 15.2-1609 through 15.2-1625 for the fiscal year ended June 30, 2020, in accordance with the Specifications. This engagement is solely to assist the Sheriff and the County in complying with the requirements the Manual and the *Code of Virginia*, Section 15.2-1609 through 15.2-1625. Specifically, we plan to perform the following:

1. Select a sample of 2 monthly bank reconciliations for the Commissary, Telephone Commissions, Fees, Seized Asset and Inmate Trust Fund accounts and determine whether the bank statement was reconciled to the general ledger and that a review of the reconciliation was performed.
2. Count the petty cash on hand plus reimbursable receipts to determine if it agrees to the established petty cash balance.
3. Select a sample of the lesser of 25 or 10% of all inmate receipts and determine whether the
 - a. receipt agrees to supporting documentation
 - b. receipt agrees to the posting in the inmate account
 - c. daily deposit agrees to the bank statement and was made the next business day following receipt
4. Select a sample of the lesser of 25 or 10% of inmate disbursements and determine whether the
 - a. disbursement agrees to supporting documentation
 - b. disbursement agrees to the posting in the inmate account

County of Fairfax, Virginia

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- c. payee and amount per the check stub agrees to the supporting documentation
 - d. request for funds form was signed by the inmate and staff member
5. Select a sample of 4 reimbursements for housing of prisoners and determine whether the
- a. billing rate agrees to the contract
 - b. amount billed agrees to the amount received by the Treasurer
 - c. amount received agrees to the general ledger posting
6. Select a sample of 5 weekly credit card reconciliations and determine whether the
- a. amount per the bank transactions report agrees to the receipts and supporting documentation
 - b. general ledger posting agrees to the reconciliation
7. Select a sample of the lesser of 25 or 10% of Sheriff sales and determine whether
- a. a writ of fieri facias was issued by the Fairfax County General District Court
 - b. a Sheriff sales form was signed by the Sheriff or Deputy Sheriff
 - c. a Sheriff sales notice was issued
 - d. the total proceeds from the sale less 10% Sheriff fee was paid to the plaintiff

Activity of Inmate Canteen and Other Auxiliary Funds

We will apply the following agreed-upon procedures, which the APA and the County have specified in Section 2-7 of the Specifications and the *Code of Virginia*, Section 53.1-127.1, solely to assist the County in evaluating its assertion that the County has maintained effective internal control over compliance adequate for complying with the *Virginia Sheriff's Accounting Manual* (the "Manual") and the *Code of Virginia*, Sections 15.2-1609 through 15.2-1625 (the "Code"), for the year ended June 30, 2020.

- 1. We will compare the revenue and expense amounts from the fiscal year 2020 Jail Cost Template for Reporting Jail Canteen and Other Revenue and expense Information to the general ledger.
- 2. Select a sample of the lesser of 25 or 10% of other inmate fees (work release and home electronic monitoring) and determine whether
 - a. a community release agreement is signed by the inmate and sergeant Deputy and inmate financial plan is signed by the inmate.
 - b. the fee was for the appropriate amount and agrees to the posting in the individual inmate account.
 - c. for the EIP program, fax was sent by the Alternative Incarceration Branch (AIB) to the Finance Department, notifying that the inmate has applied and qualified to be in the program.
- 3. Select a sample of 2 months of other inmate fees and determine whether the funds were paid to the County Treasurer and that the amount and payee per the check stub agrees to the accounting records.
- 4. Select a sample of 25 medical charges and determine whether
 - a. The charge agrees to the professional services charge sheet signed by the inmate and medical professional.
 - b. The charge agrees to the posting to the inmate account.
 - c. The charge agrees to the fee schedule.

5. Select a sample of the lesser of 25 or 10% of disbursements from the commissary account and the lesser of 25 or 10% of disbursements from the telephone account and determine whether
 - a. The disbursement was approved by signature on the invoice or check request form.
 - b. The disbursement was supported by invoice or other supporting document.
 - c. The disbursement is an allowable purchase for the benefit of inmates.
6. Select a sample of the lesser of 25 or 10% of commissary sales transactions and determine whether
 - a. The sale was supported by a signed receipt.
 - b. The sale was deducted from the proper inmate account in the proper amount.

State Route 28 Highway Transportation Improvement District (District)

We will apply the agreed-upon procedures which were agreed to by the County, and the APA, solely to assist you in evaluating the County's compliance with Section 3-14 of the Specifications by performing the specific testing steps outlined therein for the fiscal year ended June 30, 2020. This engagement is solely to assist the County in the requirements, as required by the APA, by performing the following procedures:

1. We will determine that the County and the District approved amendments made to the local contract during the fiscal year.
2. We will obtain the District's Commission's request to the Board for the levy of the special improvements tax and determine that:
 - a) the District Commission's request for the levy and collection of the special improvements tax was made by April 1 of the prior fiscal year;
 - b) the special assessment tax rate was sufficient to meet the District's obligation for the fiscal year as set forth in Section 401 of the District contract, and
 - c) there were no zoning changes during the fiscal year that affected the classification of property within the primary Highway Transportation Improvement District.

3. We will obtain a listing of taxable real estate subject to the special improvements tax and the special improvements tax rate for the fiscal year and:
 - a) make a recalculation of the original levy by multiplying the assessed value of property and leasehold interests by the related special improvements tax rate and computed the net levy by adjusting the original levy for supplemental assessments, if applicable;
 - b) determine that the special improvements rate was levied at or below the maximum rate permissible, set at \$0.20 per \$100 of assessed fair market value, as applicable under District Contract Section 401 (f);
 - c) determine that the special assessments tax rate was assessed at below the maximum rate, ensured the conditions set forth in the District Contract Section 401 (b) have been met, and
 - d) select a sample of 25 property and leasehold interests within the primary District and determine that the special improvements tax levy was properly assessed and collected.
4. In testing the activity in the Authority Revenue Stabilization Fund (ARSF), we will determine:
 - a) that excess revenues (amounts exceeding required debt service payments) were paid to the fund after the required debt service payments in a fiscal year, and
 - b) that the fund was fully funded, and the excess revenues for the fiscal year have been applied to the District Project Completion Fund.
5. We will determine that the proceeds from the special improvements tax were paid to US Bank, the County's Fiscal Agent, by the first day of each month.
6. We will obtain the two financial reports from US Bank for the fiscal year and agree the amount of Special Tax Revenue presented on the reports to the County's general ledger.
7. We will obtain the County prepared schedule disclosing unremitted special tax revenue at July 1, 2019, collections, transfers to US Bank, and the unremitted balance at June 30, 2020 and determine that the amounts agreed to the County's general ledger.
8. We will obtain a list of all properties within the District for which the County has changed zoning classifications from commercial or industrial use to residential use during the fiscal year and determine that the lump-sum payments were computed and collected as prescribed in the District Contract.

U.S. Department of Housing and Urban Development, Real Estate Assessment Center (HUD, REAC)

We will apply the agreed-upon procedures which the U.S Department of Housing and Urban Development, Real Estate Assessment Center, has specified, as listed below, to the electronic submission and related hard copy documents listed below of the County, as of and for the fiscal year ended June 30, 2020.

1. Compare the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Document(s)" column as shown in the chart below.

Procedure	UFRS Rule Information	Hard Copy Document(s)
1	Balance Sheet and Revenue and Expense (data line items 111 to 13901)	Financial Data Schedule, All CFDA's, If applicable
2	Footnotes (data element G5000-010)	Footnotes to audited basic financial statements
3	Type of Opinion on FDS (data element G3100-040)	Auditor's supplemental report on FDS
4	Audit findings narrative (data element G5200-010)	Schedule of Findings and Questioned Costs
5	General information (data element series G2000, G2100, G2200, G9000, G9100)	OMB Data Collection Form
6	Financial statement report information (data element G3000-010 to G3000-050)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form
7	Federal program report information (data element G4000-020 to G4000-040)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form
8	Type of Compliance Requirement (G4200-020 & G4000-030)	OMB Data Collection Form
9	Basic financial statements and auditor reports required to be submitted electronically	Basic financial statements (inclusive of auditor reports)

Clerk of the Fairfax Circuit Court

We will apply the agreed-upon procedures, which were agreed to by the County of Fairfax, Virginia (the "County"), and the Commonwealth of Virginia's Auditor of Public Accounts (the "APA"), solely to assist the Clerk of the Fairfax Circuit Court (the "Clerk"), the Compensation Board of the Commonwealth of Virginia, and the APA in evaluating the County's compliance with the requirements of Chapter 6, Audit of Circuit Court Clerks specified in the APA's *Specifications for Audits of Counties, Cities, and Towns*, for the fiscal year ended June 30, 2020. Our procedures are as follows:

1. Develop an understanding of the Internal Control procedures as they relate to all daily, weekly, and monthly required financial procedures based on interviews with management and by performing walkthroughs over the procedures.
2. Scan the *General Ledger Report (BR29)* for the period end date of June 30, 2020 and identify new account codes or negative ending balances.
3. Determine that the Clerk's office uses Full Court Enterprise (FCE) as its main automated system used for financial, case management, imaging, recording, and indexing. Determine that FCE does not interface with the Commonwealth of Virginia's (the "Commonwealth") reporting system, Financial Accounting System (FAS), which requires a manual interface and batch updates to process information from FCE to FAS. Determine that access to FAS is provided by the Supreme Court of Virginia and that

employee access to FCE is requested and provided on an as-needed basis. Determine that access to both of these systems are password protected by selecting a sample of one (1) for each system to test the control over password protected access.

4. Per the Specifications, "Test the *Interface Reports (IN05 and INJ5)*, specifically the 'Interface Case Not Found' and 'DMV Interface Exceptions' sections. Review these report sections for the end of the month in which the audit period ends and determine whether the Clerk is properly monitoring them and taking corrective action as needed." We will inquire of management that there is no interface between the Clerk's system, FCE, and the Commonwealth's system, FAS.
5. Per the Specifications, "Test the Missed Payments Section of the *Individual Account Status Report (BU06)*. For those Clerks without the optional Time to Pay (TTP) default feature, select a sample of cases from report for the end of the month in which the audit period ends and determine if the Clerk is properly monitoring the report and taking corrective action." As such, the accountant will discuss with management that the Clerk's accounting department uses FCE for case management, and will determine that a similar feature (Overdue Process) exists within FCE, which notifies management of when a defendant's TTP date has passed.
6. Per the Specifications, "Using the *Concluded Cases without FAS Receivable Report (CR32)*, test the guilty cases without corresponding FAS receivable accounts. Select a sample of cases concentrating on cases other than those identified as master or sub-accounts. Review the reason the FAS case does not have a corresponding receivable account in FAS and determine the propriety." As such, the accountant will obtain management's representation that since the Clerk's accounting department uses FCE for case management, the CR32 report does not exist and a similar report is not available in FCE.
7. Per the Specifications, "Determine that the Clerk is using the Department of Taxation's Integrated Revenue Management System (IRMS) for Setoff Debt Collections. All certified staff should be able to log on with an active password and there should be financial activity in FAS Account 405 (TSO Collections). Request the Clerk provide the year-to-date statistical report for the audit period. Determine the propriety of any defaults noted." As such, the accountant will select a sample of one (1) for each system to test the control over password protected access. In addition, the accountant will obtain the "Statistical Year to Date 30 Day Delinquent Report for fiscal year 2020", prepared by management, and select a sample of ten (10) accounts to determine the propriety of the default account by scanning the payments made to date and the total amount of the delinquent report.
8. Per the Specifications, "Determine the method of collection for delinquent accounts (Section §19.2-349 of the *Code of Virginia*). If the Virginia Department of Taxation or Commonwealth's Attorney in-house collection is used, no further work is necessary."
9. Per the Specifications, "Identify all banks used by the Clerk and determine if they are listed on the most recent qualified depository listing maintained by the Virginia Department of the Treasury pursuant to The Virginia Security for Public Deposits Act (Section §2.2-1815 of the *Code of Virginia*). Verify the Clerk has reported the bank accounts as public funds using the Virginia Department of Treasury SPDA Public Funds search."

10. Per the Specifications, "Ensure all of the Clerk's checking accounts are properly reconciled as of the audit end date. Test the reconciliation for accuracy and completeness." As such, the accountant will obtain the bank reconciliations for the Civil, Criminal, Condemnation Trust, Infant Settlement Trust and Special Trust accounts for the month of June 2020 noting all accounts were accurately reconciled.
11. Per the Specifications, "Perform an unscheduled cash count of the Clerk's change fund."
12. Per the Specifications, "Select a sample of ten (10) days to test as follows:
 - a. Agree the computed revenue amount per the Cash Reconciliation Worksheet section of the *Daily Report (BR02)* to the deposit per the bank statement noting the deposit was intact and timely (next business day). (Section §17.1-271 of the *Code of Virginia*)
 - b. Verify whether the Clerk and/or other assigned supervisory personnel signed the *Cover Sheet - Daily Report (BR02)*.
 - c. For any days with differences between the original amount and the deposit amount, determine if the correcting journal voucher(s) was supported by proper documentation, performed correctly, and properly recorded on the Cash Reconciliation Worksheet section of the *BR02*.
 - d. If the difference is the result of a voided receipt, ensure all copies of the receipt were retained.
 - e. If the Clerk uses a separate financial system to receipt taxes and fees: the secondary receipting system receipts for the day's collections have been entered into FAS."
13. Per the Specifications, "Using the month-end journal voucher summary reports (*Journal Voucher Report BR40*), select a sample of ten (10) voided receipts and test as follows:
 - a. Agree the computed revenue amount per the Cash Reconciliation Worksheet section of the *Daily Report (BR02)* to the deposit per the bank statement noting the deposit was intact and timely (next business day). (Section §17.1-271 of the *Code of Virginia*)
 - b. Verify whether the Clerk and/or other assigned supervisory personnel signed the *Cover Sheet- Daily Report (BR02)*.
 - c. Determine if the journal voucher was supported by proper documentation, performed correctly, and properly recorded on the Cash Reconciliation Worksheet section of the *BR02*.
 - d. All copies of the receipt were retained."
14. Per the Specifications, "Review the *General Ledger Fiscal Year-to-Date Report (BR29)* for the audit period noting if activity existed in the Account 411 Cash Over/Short. Based on the activity and any trends noted in the account, determine whether selecting a sample of transactions is necessary. If needed, select a sample and test individual transactions for propriety." As such, the accountant will select a sample of five (5) transactions and obtain support to determine whether the transactions were accurate and properly classified.
15. Per the Specifications, "Using the month-end *Disbursement Register Report (BR41)*, select a sample of ten (10) disbursements and test as follows:
 - a. The disbursement is coded to the proper account.
 - b. The disbursement is supported by proper documentation and appropriate procedures (case papers, transmittal).
 - c. If Clerk uses a manual check-writing system, the disbursement was recorded in FAS timely (next business day)."

- d. Also, "Determine the Court's non-reverting funds and review disbursements made from these accounts. Determine propriety in accordance with Section §17.1-276 of the *Code of Virginia*."

16. Per the Specifications, "Evaluate the overall security and use of manual receipts to include:

- a. Determine the adequacy of security over the unused manual receipts.
- b. Determine the adequacy of supervisory review of manual receipts.

As such, the accountant will obtain the Manual Receipts procedure manual for civil and criminal transactions and determine that unused manual receipts are maintained by the supervisor/manager in the respective department.

Select a sample of up to ten (10) manual receipts and test as follows:

- c. Trace to subsequent entry in FAS and ensure entry agrees to the manual receipt (Section §19.2-360 of the *Code of Virginia*).
- d. Ensure receipt is entered no later than the next business day."

17. Per the Specifications, "Select a sample of ten (10) civil cases filed during the audit period and determine whether:

- a. State taxes and fees were properly assessed and collected as required by Sections §58.1-1727 through 1729 of the *Code of Virginia*.
- b. Clerk's fees were properly assessed and collected as required by Sections §17.1-275A.13 and 13a of the *Code of Virginia*.
- c. Specific fund and local fees were properly assessed and collected."

18. Per the Specifications, "Select a sample of ten (10) criminal cases concluded with dispositions of guilty during the audit period and test each case as follows:

- a. Fines and costs were properly assessed and entered into FAS.
- b. Unpaid amounts were entered into the Judgment Docket. (Section §8.01-446 of the *Code of Virginia*)
- c. For cases paid in full, a satisfied judgment was entered into the Judgment Docket (Section §8.01-446 of the *Code of Virginia*)
- d. The due date was properly calculated. (Section §19.2-354 of the *Code of Virginia*)
- e. If a partial payment plan was set up, all applicable fields were properly completed in FAS (e.g. TTP Start, Term, Amount, and Incarcerated status).

Select a sample of ten (10) local cases from the *Court Appointed/Public Defender Report (CR42)* and test as follows.

- f. Locality was billed for the cost (Section §19.2-163 of the *Code of Virginia*).
- g. Defendant was properly assessed for the Attorney fees.
- h. Fine was properly assessed. (Section §19.2-340 of the *Code of Virginia*)."

19. Per the Specifications, "Select a sample of ten (10) deeds/land records recorded during the audit period and test that the:

- a. Instrument recorded is not taxable or is exempt from taxes (Section §58.1-811 of the *Code of Virginia*).
- b. State taxes have been properly assessed and collected based on the consideration paid of the property conveyed (Section §58.1-801 of the *Code of Virginia*).
- c. Local taxes (where applicable) have been properly assessed and collected in an amount equal to one-third of the amount of state recordation tax (Section §58.1-814 of the *Code of Virginia*).

- d. Additional tax has been properly assessed and collected on deeds of conveyance based on consideration (Section §58.1-802 of the *Code of Virginia*).
 - e. Clerk's fees for recording, indexing, and plat fees were properly charged and collected (Section §17.1-275A (2) of the *Code of Virginia*).
 - f. Fees for transferring land to one person or persons before charged to another were properly assessed and collected (Section §58.1-3314(3) of the *Code of Virginia*)."
20. Per the Specifications, "Select a sample of ten (10) wills/administrations recorded during the audit period and test as follows:
- a. State tax was assessed and collected based on the value of the estate (Section §58.1-1712 of the *Code of Virginia*).
 - b. Local tax (where applicable) was assessed and collected based on the value of the estate (Section §58.1-1718 of the *Code of Virginia*).
 - c. Clerk's fees were assessed and collected for recording and indexing in the Will Book based on the number of pages recorded (Section §17.1-275A (2) of the *Code of Virginia*).
 - d. Clerk's fees were assessed and collected for appointing and qualifying any personal representative, committee or other fiduciary (Section §17.1-275A (3) of the *Code of Virginia*). No one shall be permitted to qualify and act as an executor or administrator until the tax imposed by Section §58.1-1712 of the *Code of Virginia* has been paid (Section §58.1-1715 of the *Code of Virginia*). Ensure that fees were receipted at the time of qualification, not after.
 - e. Fees for transferring land were assessed and collected (Section §58.1-3314(3) of the *Code of Virginia*).
 - f. Additional tax was properly calculated, billed, and receipted on final inventories (Section §58.1-1717 of the *Code of Virginia*).
 - g. If the Clerk uses a separate financial system to receipt taxes and fees on wills: determine whether the assessment was properly recorded in FAS."
21. Per the Specifications, "Determine if the balances of state and local revenues on hand at audit end date were properly disbursed to the State and Local Treasurers. (Sections §16.1-69.48 (A) and (B) and 17.1-286 of the *Code of Virginia*)."
22. Per the Specifications, "Using the audit period end date (June 30, 2020) Liabilities Index (BR008) report, select a sample of ten (10) from the 5XX series (excluding Account 511 Trust Funds). Determine the status of the account and whether the Clerk is justified holding the funds based on approved court orders, established retention requirements, pending case (future court date assigned), or other special circumstances. For any of the above funds the Clerk has invested, select a sample of these accounts for the audit period end date; trace and agree to the applicable bank statement."
23. Per the Specifications, "Using the audit period end date Individual Account Status Report (BU06), investigate the reason for any accounts listed as appeals, credit balances, sum uncertain restitution, or accounts under review. Determine whether the Clerk is properly monitoring the report and taking corrective action as needed."
24. Per the Specifications, "Review three (3) monthly remittances of Sheriff's fees to the local Treasurer and determine if the fees are remitted within the first ten days of the month. (Section § 15.2-1609.3 of the *Code of Virginia*)."
25. Using the June 30th "Property Unclaimed Over One Year Report (BR16) and the Clerk's corresponding Unclaimed Property Report, select those accounts from the BR16, which were not reported to the Division of Unclaimed Property. Determine whether the Clerk is

justified in holding these accounts based on court order, established retention requirements, pending case (future court date assigned) or other special circumstances."

26. Per the Specifications, "Using the June 30th Property Unclaimed Over One Year Report (BR16), the Liabilities Index (BR08) and Individual Account Status (BU06) reports and the Clerk's corresponding Unclaimed Restitution Report, determine that all appropriate restitution accounts have been properly escheated to the Criminal Injuries Compensation Fund (Section §19.2-305.1 (F) of the *Code of Virginia*)."
27. Per the Specifications, "Determine the following for the Trust Fund Annual Report filed during the audit period:
 - a. Ensure Annual Report is available to the public via hardcopy Trust Fund Order Book or digital format. (Section §8.01-600(G) and §17.1-125 of the *Code of Virginia*).
 - b. Determine the Clerk filed the Annual Report with the Chief Judge by the Oct 1st deadline (Section §8.01-600 (G) of the *Code of Virginia*).
 - c. Agree the Annual Report balance to the FAS 9XX accounts where the funds are recorded and Account 511 Trust Funds balance. Investigate any negative ending balances in any of the 9XX series accounts.
 - d. Agree the Annual Report ending balance to applicable bank statement balance(s). If this does not agree, then select a sample of individual accounts from the Annual Report and agree the system balance to the bank balance.
 - e. Determine whether the Annual Report conforms to Section §8.01-600 (G) of the *Code of Virginia*.
 - f. Determine propriety of inactivity in individual accounts – i.e. a lack of interest postings."
28. Per the Specifications, "Using the Annual Report, select a sample of ten (10) new accounts. Determine whether:
 - a. The receipt contained all pertinent information.
 - b. The receipt amount agreed to the court order.
 - c. The court order is included in the Order Book (hardcopy or electronic) and does not contain confidential information.
 - d. Appropriate Clerk's fees were deducted.
 - e. Funds were invested within 60 days of receipt (Section §8.01-600 (F) of the *Code of Virginia*).
 - f. The Clerk is justified in holding the account and if the account is being held pursuant to Section §8.01-600 of the *Code of Virginia*."
29. Per the Specifications, "Select a sample of ten (10) interest posting journal vouchers. Determine whether:
 - a. The journal voucher was supported by proper documentation (bank statement, interest notification or other official bank documentation).
 - b. Interest was posted promptly (within the following month).
 - c. The correct amount of interest was posted to the account. (If the Clerk consolidates funds, re-calculate the interest allocation.)
 - d. If the Clerk assesses Clerk's fees, appropriate fees were deducted.
 - e. The Clerk is justified in holding the account and if the account is being held pursuant to Section §8.01-600 of the *Code of Virginia*."
30. Per the Specifications, "Select a sample of ten (10) disbursements. Determine whether:
 - a. The disbursement agrees to the court Order.
 - b. The check was posted to the proper subsidiary trust fund account.

- c. Appropriate Clerk's fees were deducted.
- d. Deducted fees agree to the journal voucher recording the deduction.
- e. Funds were paid out within 60 days of the court order (Section §8.01-600(F) of the *Code of Virginia*.)
- f. Disbursement was recorded promptly (next business day) in FAS."

YOUR EXPECTATIONS

Our services plan is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County recognizes that our professional standards require that we be independent from you in our agreed-upon procedures and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with you and you should not expect that we will act only with due regard to your interest in the performance of the agreed-upon procedures and you should not impose on us special confidence that we will conduct the agreed-upon procedures with only your interest in mind. Because of our obligation to be independent of you, no fiduciary relationship will be created by this engagement or agreed-upon procedures.

The engagement will be led by John Gilberto and Rob Churchman, who will be responsible for assuring the overall quality, value, and timeliness of our services to you.

MANAGEMENT'S RESPONSIBILITIES RELATED TO AGREED-UPON PROCEDURES

You are responsible for the presentation of subject matters described above in the Summary of Services section in accordance with criteria's described above in the Summary of Services section; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about subject matters described above in the Summary of Services section. In addition, you are responsible for providing us with (1) access to all information of which you are aware is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, (1) addresses management's responsibilities related to the engagement and confirms certain representations made during the engagement, including management's acknowledgement of its responsibility for the selection and presentation of the subject matters in accordance with the criteria as described above in the Summary of Services section in accordance with criteria's described above in the Summary of Services section; (2) management's knowledge of fraud or suspected fraud affecting the entity involving management, employees who have a significant roles in internal control or others where fraud could have a material effect on the subject matter; and (3) management's knowledge of any allegations of fraud or suspected fraud affecting the entity, received in communications from employees or others. Cherry Bekaert LLP will rely on the County's management providing these representations to us, both in the planning and performance of the engagement, and in considering the fees that we will charge to perform the agreed-upon procedures.

County of Fairfax, Virginia
May 26, 2020
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CONDITIONS SUPPORTING FEE

As a result of our preliminary discussions, the County and the Firm have agreed to a fee (see County audit Engagement Letter for fees), subject to the fact that the fee contemplates only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

If you have any questions, please call John Gilberto at (813) 470-4568 or Rob Churchman at (804) 673-5733.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

COUNTY OF FAIRFAX, VIRGINIA

ACCEPTED BY: *Chris Pietsch*
Chris Pietsch (Jun 8, 2020 14:26 EDT)

TITLE: Director of Finance

DATE: 06/08/2020

ACCEPTED BY: *Cathy A. Muse*

TITLE: Director, Department of Procurement and Material Management

DATE: 6/15/20

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AGREED-UPON PROCEDURES REPORT

Should the County wish to include or incorporate by reference the agreed-upon procedures performed and our report thereon into any other document at some future date, we will consider granting permission to include our report or incorporate our report by reference in such document at the time of the request. However, we may be required by professional standards to perform certain procedures before we can give our permission to include our report or incorporate our report by reference in another document such as an annual report, private placement, regulatory filing, etc. You agree that you will not include or incorporate by reference the agreed-upon procedures performed and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the report, including reports published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

RESPONSIBILITIES OF CHERRY BEKAERT LLP

In performing our agreed-upon procedures we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our agreed-upon procedures will not include a detailed test of every transaction and provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our agreed-upon procedures unless clearly inconsequential. In the event that we have to consult with the County's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters.

Our agreed-upon procedures are designed to only provide negative assurance that the individual items selected for testing are in conformity with the criteria described above.

If, for any reason, we are unable to complete the agreed-upon procedures, we may decline to issue a report as a result of the engagement. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails

for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

Our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our examination and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Use of third-party providers

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the County, and other third-party providers utilized by either party in connection with the engagement.

Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Independent Contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No Third-Party Beneficiaries

The parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested examination schedules and supporting information, timely communication of all significant information, the assumption that unexpected circumstances will not be encountered during the agreed-upon procedures, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the County at this time, but do not include any time related to the application of new attestation standards that impact the County for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under the engagement, we will estimate the impact of any such standard on the nature, timing and extent of our planned engagement procedures and will communicate with you concerning the scope of the additional procedures and the estimated fees, which are subject to Section 25.1 of the Special Provisions of the Request for Proposal.

The County agrees to pay all fees incurred subject to Section 3.2 of the Request for Proposal and the Cost Proposal.

This engagement letter, along with the Request for Proposal, our Proposal, our Cost Proposal and the Acceptance Agreement #4400006639 (hereinafter referred to collectively as the "Contract Documents") sets forth the entire understanding between the County and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, including additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions. To the extent that this Engagement Letter (including the Terms & Conditions attached thereto) is inconsistent with the Contract Documents, the Contract Documents shall control.

Report on the Firm's System of Quality Control

October 22, 2019

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of broker-dealers, and an examination of service organizations [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Cherry Bekaert LLP has received a peer review rating of pass.

EisnerAmper LLP
EisnerAmper LLP





County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

November 23, 2020

Cherry Bekaert LLP
1850 Towers Crescent Plaza, Suite 200
Tysons Corner, Virginia 22182

This representation letter is provided in connection with your audit(s) of the financial statements of the County of Fairfax, Virginia (the "County"), which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 26, 2020, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

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- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.
- 10) In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) a global pandemic, which continues to spread throughout the world and has adversely impacted global commercial activity and contributed to significant declines and volatility in the financial markets. There have been mandates from federal, state, and local authorities requiring forced closures of non-essential retailers, which could negatively impact the County's business. It is not possible to reliably estimate the length or severity of this outbreak and hence its financial impact. We have fully disclosed to you our plan to continue through this outbreak.

Information Provided

11) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
- d) Minutes of the meetings of Board of Supervisors or summaries of actions of recent meetings for which minutes have not yet been prepared.

12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.

13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

14) We have no knowledge of any fraud or suspected fraud that affects the County and involves—

- Management,
- Employees who have significant roles in internal control, or
- Others where the fraud could have a material effect on the financial statements.

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- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the County's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.
- 19) We take responsibility for all documents provided by you and will retain copies based on our needs and document retention policies. We are responsible for maintaining internal controls over our books and records, including business continuity and disaster recovery alternatives. We have maintained control over our accounting systems to include the licensing of applications and the hosting of said applications and data. We acknowledge third party software or templates may have been used by Cherry Bekaert during the audit or when performing other services, which does not convey use or license rights to the County. We have retained anything we have uploaded to a Cherry Bekaert portal and are responsible for downloading and retaining anything you have uploaded in a timely manner as this information may be deleted at any time. The data transferred or any system access provided during the audit is not deemed to be hosting, maintaining custody, or providing business continuity or disaster recovery services.

Government-specific

- 20) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 21) We have a process to track the status of audit findings and recommendations.
- 22) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 23) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 24) The County has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 25) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

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- 27) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 28) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 29) The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 30) The County has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 31) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 32) The financial statements properly classify all funds and activities in accordance with GASBS No. 34 , as amended.
- 33) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 34) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 35) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 36) Provisions for uncollectible receivables have been properly identified and recorded.
- 37) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 38) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 39) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 40) Special items are appropriately classified and reported.
- 41) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.

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- 42) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 43) We have appropriately disclosed the County's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 44) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 45) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 46) With respect to the supplementary information on which an in-relation-to opinion is issued
- a) We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 47) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.

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- c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).

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- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u) We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- v) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w) We have charged costs to federal awards in accordance with applicable cost principles.
- x) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

Department of Finance

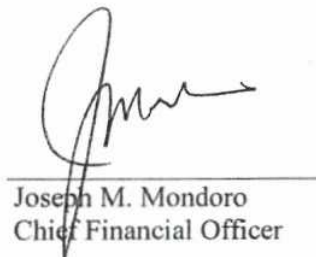
12000 Government Center Parkway, Suite 214
Fairfax, Virginia 22035
703-324-3120, TTY 711
www.fairfaxcounty.gov/finance

- z) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- bb) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

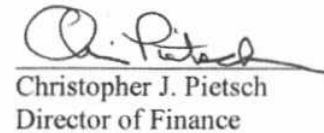
Sincerely,



Bryan J. Hill
County Executive



Joseph M. Mondoro
Chief Financial Officer



Christopher J. Pietsch
Director of Finance

Department of Finance
12000 Government Center Parkway, Suite 214
Fairfax, Virginia 22035
703-324-3120, TTY 711
www.fairfaxcounty.gov/finance

COUNTY OF FAIRFAX, VIRGINIA

**COMPLIANCE AUDIT PURSUANT TO
2 CFR PART 200 (SINGLE AUDIT REPORT)**

For the Fiscal Year Ended June 30, 2020

(With Reports of Independent Auditor Thereon)

**FAIRFAX COUNTY
SINGLE AUDIT REPORT
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**Report of Independent Auditor on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Board of Supervisors
County of Fairfax, Virginia

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Fairfax, Virginia (the "County") as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated November 23, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered County's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

County's Response to Findings

The County's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The County's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Cherry Bekant LLP". The signature is written in a cursive, flowing style.

Tysons Corner, Virginia
November 23, 2020

Report of Independent Auditor on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Supervisors
County of Fairfax, Virginia

Report on Compliance for Each Major Federal Program

We have audited the County of Fairfax, Virginia's (the "County") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on each of the County's major federal programs for the year ended June 30, 2020. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a significant deficiency.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated November 23, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Cheryl Bekart LLP

Tysons Corner, Virginia
November 23, 2020

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Department of Agriculture								
Direct Awards:								
National School Lunch Program	10.555 ²	Child Nutrition Cluster			\$ 5,037,003			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561 ⁵	SNAP Cluster			108,990			
Farm to School Grant Program	10.575				28,025			
Passed Through Commonwealth of Virginia:								
<u>Department of Agriculture and Consumer Services</u>								
Non-Cash Assistance: National School Lunch Program	10.555 ²	Child Nutrition Cluster	04 754		4,724			
<u>Department of Education</u>								
School Breakfast Program	10.553 ¹	Child Nutrition Cluster	17901-40253		5,402,931			
COVID-19 - School Breakfast Program	10.553 ¹	Child Nutrition Cluster	17901-40253		396,464			
National School Lunch Program	10.555 ²	Child Nutrition Cluster	17901-40254		17,908,090			
COVID-19 - National School Lunch Program	10.555 ²	Child Nutrition Cluster	17901-40254		1,281,635			
Child and Adult Care Food Program	10.558 ³		4172		237,753			
Summer Food Service Program for Children	10.559 ⁴	Child Nutrition Cluster	4114		89,827			
Fresh Fruit and Vegetable Program	10.582		N/A		288,192			
Child Nutrition Discretionary Grants Limited Availability Program	10.579		201919N810341		23,456			
<u>Department of Health</u>								
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557		409WIC2019		2,991,289			
			409WIC2020					
			707BN-BF-FFX2020					
			707CB-FFX-BF-2021					
Child and Adult Care Food Program	10.558 ³		10450		4,759,494			
			10450C					
			10449					
			58795					
			58870					
			60199					
COVID-19 - Child and Adult Care Food Program	10.558 ³		10449		29,526			
			58795					
			60199					
Summer Food Service Program for Children	10.559 ⁴	Child Nutrition Cluster	N/A		718,731			
COVID-19 - Summer Food Service Program for Children	10.559 ⁴	Child Nutrition Cluster	N/A		5,315,223			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Department of Social Services								
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561 ⁵	SNAP Cluster	84322-90212		12,655,910			
			84403-90304					
			84404-90303					
			84903-92103					
			84904-92104					
			85503-91103					
			85504-91104					
			85803-91403					
			85804-91404					
Passed Through Capital Area Food Bank:								
Non-Cash Assistance: Child and Adult Care Food Program	10.558 ³		N/A		51,900			
Non-Cash Assistance: Summer Food Service Program for Children	10.559 ⁴	Child Nutrition Cluster	N/A		21,815			
Passed Through Local Environmental Agriculture Project Inc.:								
Food Insecurity Nutrition Incentive Grants Program	10.331		FINI-2018-01		11,517			
Total for Child Nutrition Cluster (10.553, 10.555, 10.559)						\$ 36,176,443		
Total for SNAP Cluster (10.561)						12,764,900		
1 - Total School Breakfast Program (10.553)							\$ 5,799,395	
2 - Total National School Lunch Program (10.555)							24,231,452	
3 - Total Child and Adult Care Food Program (10.558)							5,078,673	
4 - Total Summer Food Service Program for Children (10.559)							6,145,596	
5 - Total State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (10.561)							12,764,900	
Department of Defense								
Direct Awards:								
Junior ROTC	12.000				551,613			
Army Youth Programs in Your Neighborhood	12.003				80,337			
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools	12.556				1,682,447			
Invitational Grants for Military-Connected Schools	12.557				18,988			
Language Grant Program	12.900				74,411			
Department of Housing and Urban Development								
Direct Awards:								
Little River Glen Loans:								
Loans Beginning Balance	14.000			\$ 2,890,000	2,890,000			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Community Development Block Grants/Entitlement Grants	14.218 ⁶	CDBG - Entitlement Grants Cluster			7,403,724			
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218 ⁶	CDBG - Entitlement Grants Cluster			7,642			
Community Development Block Grants/Entitlement Grants - Loans:								
Loans Beginning Balance	14.218 ⁶	CDBG - Entitlement Grants Cluster		18,285,887				
New Loans	14.218 ⁶	CDBG - Entitlement Grants Cluster		3,461,238	21,747,125			
Emergency Solutions Grant Program	14.231				419,673			
Home Investment Partnerships Program	14.239 ⁷				741,854			
Home Investment Partnerships Program - Loans:	14.239 ⁷							
Loans Beginning Balance	14.239 ⁷			10,424,547				
New Loans	14.239 ⁷			474,601	10,899,148			
Continuum of Care Program	14.267				2,106,213			\$ 1,828,920
Fair Housing Assistance Program State and Local	14.401				158,792			
Section 8 Housing Choice Vouchers	14.871	Housing Voucher Cluster			7,710,854			
Mainstream Vouchers	14.879 ⁸	Housing Voucher Cluster			459,402			
COVID-19 - Mainstream Vouchers	14.879 ⁸	Housing Voucher Cluster			2,256			
Moving to Work Demonstration Program	14.881 ⁹				52,541,397			
COVID-19 - Moving to Work Demonstration Program	14.881 ⁹				820,093			
Family Self-Sufficiency Program	14.896				127,101			
Total for CDBG - Entitlement Grants Cluster (14.218)						29,158,491		
Total for Housing Voucher Cluster (14.871, 14.879)						8,172,512		
6 - Total Community Development Block Grants/Entitlement Grants (14.218)							29,158,491	
7 - Total Home Investment Partnerships Program (14.239)							11,641,002	
8 - Total Mainstream Vouchers (14.879)							461,658	
9 - Moving to Work Demonstration Program (14.881)							53,361,490	
Department of the Interior								
Direct Awards:								
Payments in Lieu of Taxes	15.226				6,728			
National Wildlife Refuge Fund	15.659				36,102			
Passed Through Alice Ferguson Foundation, Inc.:								
Natural Resource Stewardship	15.944		P16AC00862		3,382			
Department of Justice								
Direct Awards:								
Drug Court Discretionary Grant Program	16.585				319,925			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590				278,085			148,698

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
State Criminal Alien Assistance Program	16.606				2,338,385			
Edward Byrne Memorial Justice Assistance Grant Program	16.738				120,278			
Harold Rogers Prescription Drug Monitoring Program	16.754				376,619			279,086
STOP School Violence Grant Program	16.839				86,141			
Consolidated And Technical Assistance Grant Program to Address Children and Youth Experiencing Domestic and Sexual Violence and Engage Men and Boys as Allies	16.888				4,813			
Equitable Sharing Program	16.922				217,168			
Passed Through Commonwealth of Virginia: <u>Department of Criminal Justice Services</u>								
Crime Victim Assistance	16.575		19-T3445SA17 20-A344VP18 20-A4118VP18 20-X9279VG18		1,042,377			
Violence Against Women Formula Grants	16.588		19-V9836VA18 19-W9333VA18 20-W9836VA19 20-X9333VA19		130,353			
Department of Labor								
Passed Through Commonwealth of Virginia: <u>Virginia Community College System</u>								
WIOA Adult Program	17.258	WIOA Cluster	LWDA 11-19-02 LWDA EEI 11-18-01		788,960			788,960
WIOA Youth Activities	17.259	WIOA Cluster	LWA 11-19-01 LWDA 11-18-01		958,881			958,881
WIOA Dislocated Worker Formula Grants	17.278 ¹⁰	WIOA Cluster	LWDA 11-18-02 LWDA 11-19-02		1,204,765			1,204,765
COVID-19 - WIOA Dislocated Worker Formula Grants	17.278 ¹⁰	WIOA Cluster	RR COVID 11-19-01		215,508			215,508
Total for WIOA Cluster (17.258, 17.259, 17.278)						3,168,114		
10 - Total WIOA Dislocated Worker Formula Grants (17.278)							1,420,273	
Department of Transportation								
Direct Awards:								
Federal Transit Capital Investment Grants	20.500	Federal Transit Cluster			980,839			
Passed Through Commonwealth of Virginia: <u>Department of Motor Vehicles</u>								
State and Community Highway Safety	20.600	Highway Safety Cluster	FPS-2020-50174-20174		16,181			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Alcohol Open Container Requirements	20.607		FSC-2019-59181-9181 FSC-2020-50168-20168 154AL-2019-59377-9377 154AL-2020-50424-20424 154AL-2020-50086-20086		500,880			
National Priority Safety Programs	20.616	Highway Safety Cluster	M6OT-2019-59183-9183		5,843			
<u>Department of Rail and Public Transportation</u>								
Highway Planning and Construction	20.205 ¹¹	Highway Planning and Construction Cluster	UPC T207, 47019-04 UPC T21448, 47019-03		364,864			
<u>Department of Transportation</u>								
Highway Planning and Construction	20.205 ¹¹	Highway Planning and Construction Cluster	UPC 52041 UPC 58601 UPC 93146 UPC 94286 UPC 94287 UPC 99054 UPC 103262 UPC 103276 UPC 103280 UPC 103281 UPC 103282 UPC 103284 UPC 103285 UPC 103907 UPC 104293 UPC 104294 UPC 105266 UPC 105286 UPC 105288 UPC 105990 UPC 106143 UPC 106274 UPC 106474 UPC 106928 UPC 106929 UPC 106936 UPC 106945 UPC 107437 UPC 107438 UPC 107439 UPC 108493 UPC 108494 UPC 108495		7,983,264			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Highway Planning and Construction	20.205 ¹¹	Highway Planning and Construction Cluster	UPC 108497 UPC 108498 UPC 108499 UPC 108500 UPC 108501 UPC 108502 UPC 108720 UPC 109607 UPC 110477 UPC 111898 UPC 111913 UPC 113610 UPC 113637 UPC 114128 UPC 116127					
Passed Through Metropolitan Washington Council of Governments:								
Non-Cash assistance: Enhanced Mobility of Seniors and Individuals with Disabilities	20.513 ¹²	Transit Services Programs Cluster	2018-014-00		244,727			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513 ¹²	Transit Services Programs Cluster	19-062		183,335			
Total for Highway Planning and Construction Cluster (20.205)						8,348,128		
Total for Federal Transit Cluster (20.500)						980,839		
Total for Transit Services Programs Cluster (20.513)						428,062		
Total for Highway Safety Cluster (20.600, 20.616)						22,024		
11 - Total Highway Planning and Construction (20.205)							8,348,128	
12 - Total Enhanced Mobility of Seniors and Individuals with Disabilities (20.513)							428,062	
Department of the Treasury								
Direct Awards:								
COVID-19 - Coronavirus Relief Fund	21.019				55,702,407			7,217,426
National Aeronautics and Space Administration								
Passed Through FIRST:								
Science	43.001		NNG06GA51A		33,514			
Department of Education								
Direct Awards:								
Impact Aid	84.041				3,945,516			
Passed Through Commonwealth of Virginia:								
<u>Department of Behavioral Health and Developmental Services</u>								
Special Education-Grants for Infants and Families	84.181		720-4515-14		1,579,822			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<u>Department of Education</u>								
Adult Education - Basic Grants to States	84.002		V002A160047 V002A170047 V002A180047		1,924,265			1,071,629
Title I Grants to Local Educational Agencies	84.010		S010A160046 S010A170046 S010A180046		23,250,162			
Title I State Agency Program for Neglected and Delinquent Children and Youth	84.013		S013A160046 S013A170046 S013A180046		98,310			
Special Education_Grants to States	84.027	Special Education Cluster (IDEA)	H027A150107 H027A160107 H027A170107 H027A180107		36,892,151			
Career and Technical Education -- Basic Grants to States	84.048		V048A160046 V048A170046 V048A180046		1,727,903			
Special Education_Preschool Grants	84.173	Special Education Cluster (IDEA)	H173A160112 H173A170112 H173A180112		810,735			
Education for Homeless Children and Youth	84.196 ¹³		S196A170048 S196A180048		102,499			
COVID-19 - Education for Homeless Children and Youth	84.196 ¹³		S196A170048		7,867			
Twenty-First Century Community Learning Centers	84.287		S287C150047 S287C160047 S287C170047 S287C180047		280,658			
English Language Acquisition State Grants	84.365		S365A150046 S365A160046 S365A170046 S365A180046		3,680,526			
Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)	84.367		S367A150044 S367A160044 S367A170044 S367A180044		2,850,108			
Preschool Development Grants	84.419		S419B150010		38,573			
Student Support and Academic Enrichment Program	84.424		S424A170048		66,858			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Total for Special Education Cluster (IDEA) (84.027, 84.173)						37,702,886		
13 - Total Education for Homeless Children and Youth (84.196)							110,366	
Department of Health and Human Services								
Direct Awards:								
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243 ¹⁵				442,711			
Head Start	93.600	Head Start Cluster			9,161,445			1,679,034
Passed Through Commonwealth of Virginia:								
<u>Department for Aging and Rehabilitative Services</u>								
Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041		MOU-16-118		6,912			
			MOU-20-179					
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042		MOU-16-118		48,360			
			MOU-20-179					
Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043		MOU-16-118, 15-181		1,874			
			MOU-20-179, 19-036					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	Aging Cluster	MOU-20-179, 19-036		936,625			
			MOU-16-118, 15-181					
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	Aging Cluster	MOU-16-118		892,596			
			MOU-20-179					
Special Programs for the Aging, Title IV, and Title II, Discretionary Projects	93.048		MOU-16-118, 15-181		4,776			
			MOU-20-179, 19-036					
National Family Caregiver Support, Title III, Part E	93.052		MOU-16-118		336,586			
			MOU-20-179					
Nutrition Services Incentive Program	93.053	Aging Cluster	MOU-16-118		262,278			
			MOU-20-179					
Medicare Enrollment Assistance Program	93.071		MOU-16-118, 15-181		21,444			
State Health Insurance Assistance Program	93.324		MOU-16-118, 15-181		62,648			
			MOU-20-179, 19-036					
CDSME - Chronic Disease Self-Management Education Program	93.734		559 45818		3,060			
Medical Assistance Program	93.778 ¹⁸	Medicaid Cluster	MOU-16-118		19,063			
			MOU-20-179					

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
<u>Department of Behavioral Health and Developmental Services</u>								
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)	93.104		720-4544		351,664			
Projects for Assistance in Transition from Homelessness (PATH)	93.150		FY2018 DBHDS SPC 827		175,258			
			FY2019 DBHDS SPC 827					
			FY2020 DBHDS SPC 827					
Opioid STR	93.788		FY2018 DBHDS SPC 825		75,065			
			FY2019 DBHDS SPC 825					
			FY2020 DBHDS SPC 827					
Block Grants for Community Mental Health Services	93.958		FY2016 DBHDS SPC 871		1,791,378			
			FY2018 DBHDS SPC 871					
			FY2019 DBHDS SPC 871					
			FY2020 DBHDS SPC 871					
			FY2020 DBHDS SPC 824					
			FY2020 DBHDS SPC 837					
Block Grants for Prevention and Treatment of Substance Abuse	93.959		FY2019 DBHDS SPC 872		3,045,356			
			FY2020 DBHDS SPC 814					
			FY2020 DBHDS SPC 816					
			FY2020 DBHDS SPC 818					
			FY2020 DBHDS SPC 826					
			FY2020 DBHDS SPC 830					
			FY2020 DBHDS SPC 872					
			FY2020 DBHDS SPC 981					
<u>Department of Education</u>								
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243 ¹⁵		1H79SM061897		16,002			15,764
Every Student Succeeds Act/Preschool Development Grants	93.434		90TP0039		1,580			
<u>Department of Health</u>								
Public Health Emergency Preparedness	93.069		EP&R 2017-2022		200,724			
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074		409-775004		26			
			EP&R 2017-2022					
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116		409TB603GY19		196,911			
			409TB603GY20					

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Immunization Cooperative Agreements	93.268		FRXCIAP607GY20 FRXIPI607GY20 FXCIAP607GY19 FXCIPI607GY19		76,109			
PPHF 2018: Office of Smoking and Health-National State-Based Tobacco Control Programs-Financed in part by 2018 Prevention and Public Health Funds (PPHF)	93.305		409CI532395		92,905			
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354		6NU90TP921982-01-03		32,521			
Maternal, Infant and Early Childhood Home Visiting Grant Program	93.870		705BJ632557		626,714			
HIV Prevention Activities Health Department Based	93.940		409HIV611GY19 FRXHIV611GY20		2,025			
Preventive Health Services Sexually Transmitted Diseases Control Grants	93.977		FRXDIS611GY19 FRXDIS611GY20		13,260			
Maternal and Child Health Services Block Grant to the States	93.994		705PFFXMCH2020		247,717			
<u>Department of Social Services</u>								
Promoting Safe and Stable Families	93.556		84929-92129 85529-91129 86601-90359 86602-90360 86605-90361 86608-90393		57,153			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Temporary Assistance for Needy Families	93.558		80801-90603 84909-92109 84910-92110 84911-92111 84912-92112 84927-92127 85509-91109 85510-91110 85511-91111 85512-91112 85527-91127 86701-90621 87201-90365 87202-90366 87204-90367 87207-90377 87210-90364 87212-90391 BEN-16-047-07 BEN-19-113-08 CVS-16-056-13 CVS-19-057-A-11 FAM-18-106A-04		4,707,130			378,891
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566		81901-90623 84913-92113 85513-91113		55,172			
Low-Income Home Energy Assistance	93.568		84914-92114 85514-91114		455,212			
Community Services Block Grant	93.569		CVS-18-210-09		503,390			503,390
Child Care and Development Block Grant	93.575 ¹⁶	CCDF Cluster	88801-90564 OECD-16-043-03 OECD-19-047-02		487,369			158,181
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CCDF Cluster	84916-92116 84917-92117 84918-92118 85516-91116 85517-91117 85518-91118 88901-90566		525,032			
Chafee Education and Training Vouchers Program (ETV)	93.599		86101-90353		42,151			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Adoption and Legal Guardianship Incentive Payments	93.603		82001-90651		3,344			
Stephanie Tubbs Jones Child Welfare Services Program	93.645		84931-92131		4,021			
Foster Care Title IV-E	93.658		85531-91131					
			81107-90636		5,212,873			
			81108-90637					
			81110-90639					
			81112-90657					
			81113-90658					
			81401-90638					
			81402-90640					
			81403-90635					
			81404-90656					
			81405-90655					
			82201-90633					
			82202-90634					
			84319-90209					
			84905-92105					
			84906-92106					
			84907-92107					
			84928-92128					
			84933-92133					
			84938-92138					
			84947-92147					
			85505-91105					
			85506-91106					
			85507-91107					
			85528-91128					
			85533-91133					
			85538-91138					
			85547-91147					
			85805-91405					
			85806-91406					
			85807-91407					
			85833-91433					
			85838-91438					
			85847-91447					
			87301-90047					
			87302-90368					
			87303-90369					
			87502-90082					

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Adoption Assistance	93.659		81201-90606		3,819,644			
			81202-90627					
			81203-90607					
			84324-90214					
			84908-92108					
			85508-91108					
			85808-91408					
Social Services Block Grant	93.667 ¹⁷		81701-90648		2,734,880			
			82904-90357					
			83304-90340					
			84920-92120					
			84922-92122					
			84923-92123					
			84924-92124					
			84925-92125					
			84926-92126					
			84942-92142					
			85520-91120					
			85522-91122					
			85523-91123					
			85524-91124					
			85525-91125					
			85526-91126					
			85542-91142					
			86401-90351					
			89501-90379					
Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services	93.671		CVS-16-056-13		18,205			
			CVS-19-057-A-11					
Chafee Foster Care Independence Program	93.674		84934-92134		35,690			
			85534-91134					
			86201-90356					
Children's Health Insurance Program	93.767		84902-92102		216,041			
			85502-91102					
			85802-91402					

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Medical Assistance Program	93.778 ¹⁸	Medicaid Cluster	84323-90213 84901-92101 84946-92146 84950-92150 85501-91101 85546-91146 85550-91150 85801-91401 85846-91446 85850-91450		13,154,066			
<u>Office of Children's Services</u>								
Social Services Block Grant	93.667 ¹⁷		1300		387,968			
Passed Through Association of Food and Drug Officials:								
Food and Drug Administration_Research	93.103 ¹⁴		G-SP-1810-06671 G-T-1810-06684		6,000			
Passed Through Child Development Resources:								
Child Care and Development Block Grant	93.575 ¹⁶	CCDF Cluster	ITSN-NOR-17		458,257			
Passed Through National Association of County and City Health Officials:								
Food and Drug Administration_Research	93.103 ¹⁴		2017-120803		9,671			
Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health	93.421		2019-081501		19,452			
Passed Through Virginia Early Childhood Foundation:								
Every Student Succeeds Act/Preschool Development Grants	93.434		PDG B-5		330,802			
Total for Aging Cluster (93.044, 93.045, 93.053)						2,091,499		
Total for CCDF Cluster (93.575, 93.596)						1,470,658		
Total for Head Start Cluster (93.600)						9,161,445		
Total for Medicaid Cluster (93.778)						13,173,129		

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
14 - Total Food and Drug Administration Research (93.103)							15,671	
15 - Total Substance Abuse and Mental Health Services Projects of Regional and National Significance (93.243)							458,713	
16 - Total Child Care and Development Block Grant (93.575)							945,626	
17 - Total Social Services Block Grant (93.667)							3,122,848	
18 - Total Medical Assistance Program (93.778)							13,173,129	
Corporation for National & Community Service								
Passed Through Social Finance, Inc.:								
Non-Cash Assistance: Social Innovation Fund Pay for Success	94.024		16PS188309		4,193			
Executive Office of the President								
Passed Through George Mason University: Research and Data Analysis	95.007		G1899ONDCP06A		36,563			
Passed Through Washington/Baltimore HIDTA: High Intensity Drug Trafficking Areas Program	95.001		I-2018TXFAIRFAX I-2019TXFAIRFAX		606,408			
Department of Homeland Security								
Direct Awards:								
National Urban Search and Rescue (US&R) Response System	97.025				2,332,367			
Assistance to Firefighters Grant	97.044				17,669			
Passed Through Commonwealth of Virginia:								
<u>Department of Emergency Management</u>								
Emergency Management Performance Grants	97.042		7774 8050		122,101			
Homeland Security Grant Program	97.067 ¹⁹		SHSP 2017 SHSP 2017 7586 SHSP 2018 7843 SHSP 2018 7952 SHSP 2018 7953 SHSP 2018 7954 SHSP 2018 7973 SHSP 2019 8142 SHSP 2019 8242		297,203			
Passed Through Montgomery County: <u>Montgomery County Fire and Rescue</u>								
Non-Cash Assistance: Homeland Security Grant Program	97.067 ¹⁹		15UASI535-18		1,048,896			

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Expenditures of Federal Awards
Fiscal year ended June 30, 2020

Federal Grantor/Pass-Through Entity/Program Title	CFDA Number	Cluster Name	Pass-Through Entity Identifying Number	Loans	Expenditures	Total Cluster	Total Program	Passed Through to Subrecipients
Passed Through District of Columbia:								
<u>Homeland Security and Emergency Management</u>								
Homeland Security Grant Program	97.067 ¹⁹		16UASI531-03		9,248,722			
			17UASI529-02					
			17UASI531-03					
			17UASI583-01					
			17UASI583-02					
			17UASI583-03					
			18UASI529-01					
			18UASI529-03					
			18UASI530-01					
			18UASI531-01					
			18UASI531-02					
			18UASI531-03					
			18UASI531-04					
			18UASI531-05					
			18UASI533-01					
			18UASI533-02					
			18UASI583-01					
			18UASI583-02					
			18UASI583-03					
			18UASI583-04					
			18UASI583-05					
			19UASI529-01					
			19UASI529-02					
			19UASI530-01					
			19UASI531-01					
			19UASI531-02					
			19UASI531-03					
			19UASI531-04					
			19UASI531-05					
			19UASI533-01					
			19UASI583-01					
			19UASI583-02					
19 - Total Homeland Security Grant Program (97.067)							10,594,821	
Agency for International Development								
Direct Awards:								
USAID Foreign Assistance for Programs Overseas	98.001				4,402,796			
					<u>\$ 389,711,876</u>			<u>\$ 16,449,133</u>

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule. Total by cluster and individual program may be found at the end of each federal grantor section.

COUNTY OF FAIRFAX, VIRGINIA

Notes to Schedule of Expenditures of Federal Awards

Fiscal year ended June 30, 2020

(1) Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards ("Schedule") includes all federal grant activity of the County of Fairfax, Virginia ("County") and its component units. The County's reporting entity is defined in Note A, Part 1 of the County's basic financial statements.

The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

(2) Summary of Significant Accounting Policies

Except for the beginning loan balances, expenditures reported on the accompanying Schedule are reported on the modified accrual basis of accounting as defined in Note A, Part 3 of the County's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited for reimbursement.

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

(3) Non-Cash and Other Programs

The Commonwealth of Virginia Department of Agriculture and Consumer Services, Food Distribution Program, administers the United States Department of Agriculture ("USDA") donated food program within the Commonwealth of Virginia. USDA provides values for all donated food. For CFDA #10.555, National School Lunch Program, the County received donated food for the fiscal year ended June 30, 2020. The value of the donated food is included on the accompanying Schedule.

The Capital Area Food Bank donated food to the County for the fiscal year ended June 30, 2020 under Child and Adult Care Food Program (CFDA #10.558) and Summer Food Service Program for Children (CFDA #10.559). The value of the donated food is included on the accompanying Schedule.

The Metropolitan Washington Council of Governments donated vehicles to the County for the fiscal year ended June 30, 2020, under Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA #20.513). The value of the donated vehicles is included on the accompanying Schedule.

Social Finance, Inc. donated services to the County during the fiscal year ended June 30, 2020 under the Social Innovation Fund Pay for Success (CFDA #94.024) program. This program is to provide technical assistance services to governmental and nonprofit service recipients with developing outcomes rate cards. The rate cards can then be used in the procurement process to select multiple service providers to launch performance-based projects to achieve the defined outcomes. The value of these services is included on the accompanying Schedule.

The Homeland Security Grant Program (CFDA #97.067) is granted by the U.S. Department of Homeland Security to enhance the ability of state and local governments to prepare, prevent, respond to, and recover from terrorist attacks and other disasters. Several Washington, DC metropolitan jurisdictions receive funding under this program. For the fiscal year ended June 30, 2020, the County received donated equipment from Montgomery County, Maryland Fire and Rescue. The value of the donated equipment is included on the accompanying Schedule.

COUNTY OF FAIRFAX, VIRGINIA

Notes to Schedule of Expenditures of Federal Awards

Fiscal year ended June 30, 2020

(4) Loans

The U.S. Department of Housing and Urban Development has insured certain mortgage loan borrowings made by the County through the Fairfax County Redevelopment and Housing Authority (the "Authority") in connection with certain low income housing projects. The loan program under CFDA #14.248, Community Development Block Grant Section 108 Loan Guarantees, had an outstanding principal balance of \$4,013,000 at June 30, 2020. This loan does not have any continuing compliance requirements; therefore, it is not reported on the accompanying Schedule.

The Authority provides loans to qualified low income borrowers through CFDA #14.239, Home Investment Partnerships Program ("HOME"), to promote home ownership and provide assistance with down payments and closing costs. The outstanding principal balance of the HOME loans was \$10,537,907 at June 30, 2020. Loans made in prior years to partnership entities that are believed to be uncollectable are tracked by the Authority's loan tracking software and the County's financial system. Since there is no expectation of collecting these loans, a 100% allowance is reflected, and the value of \$7,545,190 is not included in the ending principal balance.

The Authority also provides loans to qualified low income homeowners or homeowners living in areas targeted for improvement, resulting in the elimination of health or safety code violations, through CFDA #14.218, Community Development Block Grants/Entitlement Grants ("CDBG"). The outstanding principal balance of the CDBG loans was \$22,089,070 at June 30, 2020. Loans made in prior years to partnership entities that are believed to be uncollectable are tracked by the Authority's loan tracking software and the County's financial system. Since there is no expectation of collecting these loans, a 100% allowance is reflected, and the value of \$2,553,420 is not included in the ending principal balance.

In addition, the Authority held Federal Housing Administration - insured mortgage revenue bonds secured by land, buildings, and equipment of \$2,605,000 at June 30, 2020. This is reported under CFDA #14.000.

On December 17, 2014, the Economic Development Authority and the County entered into a Transportation Infrastructure Finance and Innovation Act ("TIFIA") loan agreement under CFDA #20.223 with the United States Department of Transportation. The TIFIA loan is for the aggregate principal amount of up to \$403.3 million. This loan is to fund the County's obligated project costs for the construction of Phase Two of the Metrorail Silver Line extension. The outstanding balance of the TIFIA loan was \$435,525,557 at June 30, 2020, which includes principal and capitalized interest. The maximum principal available on the loan was reached in a prior year; therefore, no additional draws will be made against the loan. Under the terms of the loan agreement, the County will begin repayment on October 1, 2023. This loan does not have any continuing compliance requirements; therefore, it is not reported on the accompanying Schedule.

(5) Transportation Grants

The County's transportation grants are typically multi-year projects with flexible funding sources that result in funding allocation changes throughout the life of the project. Accordingly, due to the inherent nature of these transportation grants, the County prepares the accompanying Schedule using the best information available at the time of reporting. In cases where it is difficult to identify the mix of federal and state money under the federal transportation program, the expenditure is reported on the accompanying Schedule.

COUNTY OF FAIRFAX, VIRGINIA

Notes to Schedule of Expenditures of Federal Awards

Fiscal year ended June 30, 2020

(6) Disaster Grants – Public Assistance (Presidentially Declared Disasters)

After a presidentially declared disaster, FEMA provides assistance under the federal program, Disaster Grants – Public Assistance (Presidentially Declared Disasters) (CFDA #97.036), to reimburse eligible costs associated with debris removal, emergency protective measures and the repair, restoration, reconstruction, or replacement of public facilities or infrastructure damaged or destroyed as a result of the federally declared disaster or emergency. The federal government makes reimbursements in the form of cost-shared grants that require state matching funds. For the fiscal year ended June 30, 2020, the County did not receive any reimbursements from FEMA for eligible expenditures.

(7) Coronavirus Aid Relief and Economic Security Act (CARES)

The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed by the President on March 27, 2020, to provide relief from the impact of the COVID-19 pandemic. Included in the Act are provisions and funding specific to state and local governments to protect their communities during this challenging period. During the fiscal year ended June 30, 2020, the County received and expended CARES Act funding for authorized programs. For SEFA reporting, the prefix “COVID-19” is used in the name of each federal program that has CARES Act expenditures.

COUNTY OF FAIRFAX, VIRGINIA
Schedule of Findings and Questioned Costs
Fiscal year ended June 30, 2020

(1) Summary of Auditor's Results

Basic Financial Statements

- A. Type of report issued on the financial statements: **Unmodified**
- B. Internal control over financial reporting:
- Significant deficiencies identified that are not considered a material weakness? **None Reported**
- Material weakness identified? **No**
- C. Noncompliance material to financial statements noted? **None Reported**

Federal Awards

- D. Significant deficiencies in internal control over major programs noted? **Yes**
- E. Material weaknesses in internal control over major programs noted? **No**
- F. Type of report issued on compliance for major programs:

Major Program	CFDA Number	Type of Report Issued
Child Nutrition Cluster	10.553/10.555/10.559	Unmodified
Child & Adult Care Food Program	10.558	Unmodified
Moving to Work Demonstration Program	14.881	Unmodified
Highway Planning & Construction Cluster	20.205	Unmodified
Coronavirus Relief Fund	21.019	Unmodified
Title I, Part A Cluster	84.010	Unmodified
Foster Care – Title IV-E	93.658	Unmodified
Block Grants for Prevention and Treatment of Substance Abuse	93.959	Unmodified
USAID Foreign Assistance for Programs Overseas	98.001	Unmodified

- G. Any findings which are required to be reported under Section 200.516(a) of Uniform Guidance? **Yes**
- H. Major programs are as follows:
- Child Nutrition Cluster (#10.553/10.555/10.559)
 - Child & Adult Care Food Program (#10.558)
 - Moving to Work Demonstration Program (#14.881)
 - Highway Planning & Construction Cluster (#20.205)
 - Coronavirus Relief Fund (#21.019)
 - Title I, Part A Cluster (#84.010)
 - Foster Care - Title IV-E (#93.658)
 - Block Grants for Prevention and Treatment of Substance Abuse (#93.959)
 - USAID Foreign Assistance for Programs Overseas (#98.001)
- I. Dollar threshold used to distinguish between Type A and Type B programs: **\$3,000,000**
- J. Auditee qualified as low-risk auditee? **No**

COUNTY OF FAIRFAX, VIRGINIA

Schedule of Findings and Questioned Costs

Fiscal year ended June 30, 2020

(2) Findings Related to the Financial Statements Reported in Accordance with *Government Auditing Standards*

None reported.

(3) Findings and Questioned Costs for Federal Awards

Finding: 2020-001

Client: Fairfax County Redevelopment and Housing Authority

Year-End: June 30, 2020

Federal Awarding Agency: Department of Housing and Urban Development (HUD)

Department: Fairfax County Department of Housing and Community Development

Program name: Moving to Work **CFDA#:** 14.881

Compliance Requirement: Special Test-Housing Quality Standards Enforcement

Type of finding: Significant Deficiency, Non Material Non-Compliance

Criteria: Per 24 CFR 982.404 "The public housing authority (PHA) must not make any housing assistance payments (HAP) for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension). Per 2 CFR section 200.303, non-Federal entities receiving Federal awards must establish and maintain internal control designed to reasonably ensure compliance with Federal statutes, regulations, and terms and conditions of the Federal award.

Condition: During our testing of 60 inspections, we noted two instances where a unit failed its inspection and the defect was not corrected within the allowable timeframe.

- In one instance, a unit failed inspection for a life-threatening defect. Per DHCD, the tenant called the inspector and self-certified that the repair occurred within 24 hours; however, DHCD did not document this within their system and could not provide documentation of the timely remediation.
- In the second instance, a unit failed inspection and the required re-inspection occurred 77 days later, and not within the required 45 days.

Cause: The Authority relies on a heavily manual process and does not have a comprehensive inspection report for ensuring that units are timely re-inspected, self-certifications get documented within the system, the status of the failed unit is changed in the system, and that rent is abated when a unit with a failed inspection is not corrected within the required timeframe.

The nature of the current process is complex and allows for human error. The current process consists of a daily, multi-step process by the inspection supervisor, who has to run several reports to monitor inspections, as follows:

- Inspectors must enter in the results of the inspections they perform within 24 hours. The Inspection Supervisor runs the inspector activity report to ensure that the inspectors have entered in their results

COUNTY OF FAIRFAX, VIRGINIA

Schedule of Findings and Questioned Costs

Fiscal year ended June 30, 2020

timely. Inspectors are responsible for entering in a failed inspection and entering the date of the next inspection.

- The Inspection Supervisor also runs a “failed and follow up report” that tracks failed inspections that do not have a re-inspection scheduled. The inspection supervisor goes into each account on this report and investigates why an inspection was not rescheduled.
- The HAP hold report is run weekly to show units that have failed inspections twice and thus should have a hold placed on their account.
- The inspection assignment report is run almost daily; it tells the inspection supervisor what's scheduled and unscheduled for both annual inspections and re-inspections due to failures. The inspection supervisor then schedules any units that are due for re-inspection.

Due to the above limitations and complexities, management believes these instances to be minor oversights in their review and documentation process.

Effect: The Authority’s control environment over HQS enforcements did not ensure that re-inspections were timely performed or documented within the system. As a result, the Authority was not in compliance with the HQS enforcement requirements as of June 30, 2020. Non-compliance with these requirements creates a risk that the Authority may provide federal funds to tenants of ineligible units.

Recommendation: We recommend the Authority review their system functionality to determine whether an electronic process for scheduling and follow-up or comprehensive reporting can be identified to improve efficiency and eliminate the potential for human error. If an electronic process or comprehensive reporting isn’t available, or cannot fully cover the deficiency, we recommend the Authority look into measures to streamline their current process and ensure it will eliminate non-compliance. Potential examples include adding an inspection checklist, having the inspection supervisor review and schedule upcoming inspections in advance, building room into the schedule for life-threatening re-inspections, having the inspection supervisor ensure that each scheduled inspection is timely documented in the system, etc.

Questioned costs (include how it was determined): One tenant’s HAP of \$803 and the second tenant’s HAP of \$1,196 potentially should have been abated for one month, resulting in a total of \$1,999 in questioned costs.

Repeat Finding: No

Views of responsible officials and planned corrective actions: The Authority has taken measures to streamline the current process to assure that inspection supervisors review and schedule upcoming inspections in advance, while taking into account the importance of scheduling promptly for life threatening re-inspections and further properly documenting for completeness. In one sample, the unit was verified within 24 hours via a self-verification method where the inspector followed up with the tenant and verified the life-threatening condition was repaired, but this process was not documented. Measures have been implemented with required documentation and supervisor review of this documentation for future audits. The second sampled unit was missed due to oversight, and the Authority has taken steps to remedy and safeguard against missing inspections with comprehensive and multiple levels of review.

The Code of Federal Regulations that describes HUD’s expected performance requirements and standards for inspection compliance is the Section 8 Management Assessment Program (SEMAP), found at 24 CFR Part 985. SEMAP is designed to assess whether the Section 8 tenant-based assistance programs operate to help eligible families afford decent rental units at the correct subsidy cost. SEMAP also establishes a system for HUD to measure PHA performance in key Section 8 program areas and to assign performance ratings. With respect to HUD’s measurement for “HQS Enforcement,” HUD considers a PHA to be in full compliance if the PHA demonstrates that any cited life-threatening HQS deficiencies were corrected within

COUNTY OF FAIRFAX, VIRGINIA

Schedule of Findings and Questioned Costs

Fiscal year ended June 30, 2020

24 hours, and at least 98 percent of any other cited HQS deficiencies were corrected within 30 days. Although the life-threatening correction was not met due to improper documentation, the Authority meets HUD's full compliance measurement for standard HQS inspections.

COUNTY OF FAIRFAX, VIRGINIA

Status of Prior Audit Findings

Fiscal year ended June 30, 2020

Status of Prior Year Findings and Questioned Costs Relating to Government Auditing Standards

Finding 2019-001 – Material Weakness in Internal Control – Financial Reporting

Status: Corrective action was taken. Finding not repeated in current year.

Finding 2019-002 – Material Weakness in Internal Control – Park Authority (discreetly presented component unit) Charges for Services and Unearned Revenues

Status: Corrective action was taken. Finding not repeated in current year.

Finding 2019-003 – Significant Deficiency in Internal Control over Financial Reporting – Construction in Progress

Status: Corrective action was taken. Finding not repeated in current year.

Status of Prior Year Findings and Questioned Costs Relating to Federal Awards

None reported.



County of Fairfax, Virginia

MEMORANDUM

DATE: November 24, 2020

TO: Board of Supervisors

FROM: Joseph M. Mondoro, Chief Financial Officer

SUBJECT: Fiscal Year 2020 Audit Findings

This memorandum is being provided to give the Board a consolidated, detailed listing of any findings noted by the County's external auditors, Cherry Bekaert LLC, during the fiscal year 2020 audit, along with management's response. The one finding noted is referenced to the page where it can be found within Cherry Bekaert's Fairfax County Board of Supervisors Reports document included in the December 1, 2020, BOS meeting Information Item *Presentation of the Fiscal Year (FY) 2020 Comprehensive Annual Financial Report (CAFR) and Popular Annual Financial Report (PAFR)*. In addition, we have included background information regarding audit requirements, along with an overview of the types of audit opinions and findings.

Of note, the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding received by the County in April 2020 resulted in the Coronavirus Relief Fund (CRF) being added as an additional federal program requiring audit as part of the Single Audit. Despite receiving this funding late in the fiscal year and the issuance of continued changing guidance from the U.S. Department of the Treasury, we are pleased to report that there were no audit findings associated with this new funding for fiscal year 2020.

BACKGROUND

Annually, the County is required to produce an audited Comprehensive Annual Financial Report (CAFR) and is also required to have various areas audited in accordance with requirements of the Virginia Auditor of Public Accounts (APA). Further, federal grants are subject to a Uniform Guidance single audit (the Single Audit) of programs and expenditures. As noted above, these audits are performed by the County's external auditor, Cherry Bekaert LLC.

The Department of Finance produces the annual CAFR, which is compiled in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The County has received a Certificate of Achievement in Financial Reporting from the Government Finance Officers Association (GFOA) of the United States and Canada each year since 1977. The award recognizes the CAFR as being easily readable and efficiently organized, while satisfying GAAP and applicable legal requirements.

Office of the County Executive
 12000 Government Center Parkway, Suite 552
 Fairfax, VA 22035-0066
 703-324-2531, TTY 711, Fax 703-324-3956
www.fairfaxcounty.gov

The separate Board of Supervisors Reports is produced by Cherry Bekaert and includes their audit opinion for the CAFR, results of the Single Audit, findings noted during the audit, along with documentation of required communications, engagement, and management representation letters. Any audit finding issued, along with management's response, has been provided under the Audit Finding section of this memorandum.

The Code of Virginia requires that the CAFR be produced and submitted to the APA no later than December 15 (this was a recent change approved by Governor Northam and effective for the fiscal year ended June 30, 2020. In previous years, the APA submission deadline was November 30). In addition, the Code of Virginia requires that the results of the annual audit be presented to the Board of Supervisors by December 31. The audit process for the County is complex and is still underway during the month of November. The date of the opinion letter represents completion of field work by Cherry Bekaert. Additional administrative activities associated with the preparation and release of the reports occur after that date. Both the CAFR and the Board of Supervisors Reports were delivered electronically to the Board in advance of the December 1, 2020, Board Meeting, as soon as they became available.

AUDIT OPINION

Under Government Auditing Standards, an organization's external auditors are required to denote the overall audit opinion of the financial statements (CAFR). Categories of opinion are:

- **Unmodified Opinion** – financial statements of a given entity are presented fairly, in all material respects, in accordance with generally accepted accounting principles
- **Modified Opinion** – when an auditor has either a *qualified opinion*, *adverse opinion*, or *disclaimer of opinion*.

For the FY20 audit, the County's CAFR received an **Unmodified Opinion**, with Cherry Bekaert noting that the financial statements present fairly, in all material respects, the respective financial position, and changes in financial position and cash flows were in accordance with GAAP. For the Single Audit, nine major grant programs were reviewed (including the CRF), and each received an **Unmodified Opinion**.

During the annual audit, Cherry Bekaert performs tests of internal control over financial reporting and compliance, and other matters. This covers not only the CAFR, but internal controls and compliance over major grant programs as required by Uniform Guidance (grant auditing requirements).

While the overall CAFR received an Unmodified Opinion, as noted above, there were areas where the external auditors had findings relating to internal controls and compliance.

AUDIT FINDINGS

Audit standards require that reportable findings be classified under one of the following two categories in ascending order of significance/severity:

- **Significant Deficiency** - is a deficiency, or a combination of deficiencies, in internal control over financial reporting or compliance with federal program requirements, that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the organization's financial reporting.
- **Material Weakness** - is a deficiency, or a combination of deficiencies, in internal control over financial reporting or compliance with federal program requirements, where there is a reasonable possibility that a material misstatement of the organization's financial statements will not be prevented or detected on a timely basis.

For the FY20 audit, there was one reportable finding. As part of the audit, management is required to respond to each finding. The finding and related 'Management's Response' are summarized below:

1. Agency: Housing Authority (Authority)

Description: Moving to Work Program - Special Test-Housing Quality Standards Enforcement

Classification: Significant Deficiency

Reference to BOS Reports: Page 77

Auditor's Finding & Recommendation:

Per 24 CFR 982.404 "The public housing authority (PHA) must not make any housing assistance payments (HAP) for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension). Per 2 CFR section 200.303, non-Federal entities receiving Federal awards must establish and maintain internal control designed to reasonably ensure compliance with Federal statutes, regulations, and terms and conditions of the Federal award.

During our testing of 60 inspections, we noted two instances where a unit failed its inspection and the defect was not corrected within the allowable timeframe.

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- In the second instance, a unit failed inspection and the required re-inspection occurred 77 days later, and not within the required 45 days.

The Authority relies on a heavily manual process and does not have a comprehensive inspection report for ensuring that units are timely re-inspected, self-certifications get documented within the system, the status of the failed unit is changed in the system, and that rent is abated when a unit with a failed inspection is not corrected within the required timeframe. The nature of the current process is complex and allows for human error. The current process consists of a daily, multi-step process by the inspection supervisor, who has to run several reports to monitor inspections.

We recommend the Authority review their system functionality to determine whether an electronic process for scheduling and follow-up or comprehensive reporting can be identified to improve efficiency and eliminate the potential for human error. If an electronic process or comprehensive reporting isn't available, or cannot fully cover the deficiency, we recommend the Authority look into measures to streamline their current process and ensure it will eliminate non-compliance. Potential examples include adding an inspection checklist, having the inspection supervisor review and schedule upcoming inspections in advance, building room into the schedule for life-threatening re-inspections, having the inspection supervisor ensure that each scheduled inspection is timely documented in the system, etc. Questioned costs (include how it was determined): One tenant's HAP of \$803 and the second tenant's HAP of \$1,196 potentially should have been abated for one month, resulting in a total of \$1,999 in questioned costs.

Management's Response:

The Authority has taken measures to streamline the current process to assure that inspection supervisors review and schedule upcoming inspections in advance, while taking into account the importance of scheduling promptly for life threatening re-inspections and further properly documenting for completeness. In one sample, the unit was verified within 24 hours via a self-verification method where the inspector followed up with the tenant and verified the life-threatening condition was repaired, but this process was not documented. Measures have been implemented with required documentation and supervisor review of this documentation for future audits. The second sampled unit was missed due to oversight, and the Authority has taken steps to remedy and safeguard against missing inspections with comprehensive and multiple levels of review. The Code of Federal Regulations that describes HUD's expected performance requirements and standards for inspection compliance is the Section 8 Management Assessment Program (SEMAP), found at 24 CFR Part 985. SEMAP is designed to assess whether the Section 8 tenant-based assistance programs operate to help eligible families afford decent rental units at the correct subsidy cost. SEMAP also establishes a system for HUD to measure PHA performance in key Section 8 program areas and to assign performance ratings. With respect to HUD's measurement for "HQS Enforcement," HUD considers a PHA to be in full compliance if the PHA demonstrates that any cited life-threatening HQS deficiencies were corrected within 24 hours, and at least 98 percent of any other cited HQS deficiencies were corrected within 30 days. Although the life-threatening

correction was not met due to improper documentation, the Authority meets HUD's full compliance measurement for standard HQS inspections.

For questions, please contact Chris Pietsch, Director, Department of Finance at 703-324-3126.

cc: Bryan J. Hill, County Executive
Christopher J. Pietsch, Director, Department of Finance
Thomas Fleetwood, Director, Department of Housing and Community Development

Board Agenda Item
December 1, 2020

3:30 p.m.

Public Hearing on SEA 96-B-010-03 (Trinity Christian School of Fairfax, a Non-Stock Virginia Corporation, D/B/A Trinity Christian School) to Amend SE 96-B-010, Previously Approved for a Church and Private School of General Education, to Permit a Boundary Line Adjustment and Associated Modifications to Development Conditions, Located on Approximately 25.27 Acres of Land Zoned R-C and WS (Braddock District)

This property is located at 11204 Braddock Rd., Fairfax, 22030. Tax Map 56-4 ((12)) 5 (pt.), 56-4 ((12)) A1 (pt.), and 68-1 ((1)) 1B.

PLANNING COMMISSION RECOMMENDATION:

On October 28, 2020, the Planning Commission voted 11-0 (Commissioner Strandlie was not present for the vote) to recommend to the Board of Supervisors the following actions:

- Approval of SEA 96-B-010-03, subject to the proposed development conditions dated October 26, 2020;
- Reaffirmation of a waiver of the barrier requirements along all property lines;
- Reaffirmation of a waiver of the requirement for interparcel access to Forest Drive; and
- Reaffirmation of a modification of the transitional screening requirements along all property boundaries in favor of that shown on the SEA Plat.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)
Brandon McCadden, Planner, DPD

Board Agenda Item
December 1, 2020

3:30 p.m.

Public Hearing on SEA 84-P-129-05 (Arden Courts - Fair Oaks of Fairfax, VA, LLC aka Arden Courts of Fair Oaks) to Amend SE 84-P-129, Previously Approved for Assisted Living and Medical Care Facilities, to Permit an 8-Bed Expansion and Associated Modifications to Site Design and Development Conditions, Located on Approximately 8.98 Acres of Land Zoned R-5, WS, and HC (Springfield District)

This property is located at 12469 Lee Jackson Memorial Hwy., Fairfax, 22033. Tax Map 45-4 ((1)) 6B.

PLANNING COMMISSION RECOMMENDATION:

On October 21, 2020, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of SEA 84-P-129-05, subject to the proposed development conditions dated October 6, 2020, amended to remove “the purchase of offsite nutrient credits” from Condition #7 and to add “native, non-invasive” before the words “plant material” in Condition #8;
- Reaffirmation of a modification of the transitional screening and waiver of barrier requirements of Sects. 13-303 and 13-304 of the Zoning Ordinance, in favor of the landscaping shown on the SEA Plat; and
- Approval of the increase in fence height above seven feet, pursuant to Sect. 10-104(3)(H) of the Zoning Ordinance, to permit an eight-foot high fence as shown on the SEA Plat.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)
Sharon Williams, Planner, DPD

Board Agenda Item
December 1, 2020

3:30 p.m.

Public Hearing on SE 2020-SU-013 (Recovery Innovations Inc., D/B/A RI International) to Permit a Medical Care Facility, Located on Approximately 1.85 Acres of Land Zoned I-3, I-5, WS, and AN (Sully District)

This property is located at 14554 Lee Rd., Chantilly, 20151. Tax Map 34-3 ((10)) 12.

PLANNING COMMISSION RECOMMENDATION:

On November 12, 2020, the Planning Commission voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of SE 2020-SU-013, subject to the proposed development conditions dated October 28, 2020;
- Modification of Par. 1 of Sect. 13-202 of the Zoning Ordinance for the interior parking lot landscaping requirement in favor of the existing site conditions as further described in the Staff Report; and
- Modification of Par. 1 and 2 of Sect. 13-203 of the Zoning Ordinance for the peripheral parking lot landscaping requirements in favor of the existing site conditions as further described in the Staff Report.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Zach Fountain, Planner, DPD

Board Agenda Item
December 1, 2020

3:30 p.m.

Public Hearing on PCA 74-2-112-04 (Arcland Property Company, LLC) to Amend the Proffers for RZ 74-2-112, Previously Approved for a Restaurant with a Drive Through, to Permit a Mini-Warehousing Establishment and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 1.0, Located on Approximately 1.13 Acres of Land Zoned I-5 and WS (Springfield District) (Concurrent with SE 2020-SP-007)

and

Public Hearing on SE 2020-SP-007 (Arcland Property Company, LLC) to Permit an Increase in Floor Area Ratio, Located on Approximately 1.13 Acres of Land Zoned I-5 and WS (Springfield District) (Concurrent with PCA 74-2-112-04)

This property is located on the E. side of West Ox Rd., approximately 180 ft. N. of the intersection with Piney Branch Rd. Tax Map 56-1 ((13)) 2.

PLANNING COMMISSION RECOMMENDATION:

On November 4, 2020, the Planning Commission voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 74-2-112-04, subject to the execution of proffered conditions consistent with those dated October 16, 2020;
- Approval of SE 2020-SP-007, subject to the proposed development conditions dated October 20, 2020; and
- Approval of a modification of Sect. 2-423 of the Zoning Ordinance to permit a 13.2-foot setback from an access easement in lieu of the required 25-foot setback.

ENCLOSED DOCUMENTS:

Planning Commission Verbatim Excerpt and Staff Report available online at:
<https://www.fairfaxcounty.gov/planning-development/board-packages>

Board Agenda Item
December 1, 2020

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Sharon Williams, Planner, DPD

Board Agenda Item
December 1, 2020

4:00 p.m.

Public Hearing on Proposed Amendments to Chapter 61 (Building Provisions) of *The Code of the County of Fairfax, Virginia* (County Code) Regarding Penalties

ISSUE:

Board of Supervisors public hearing on proposed amendments to Chapter 61 (Building Provisions) of *The Code of the County of Fairfax, Virginia* (County Code) that will (1) authorize civil penalties for violations of Part I of the Uniform Statewide Building Code (USBC), (2) authorize civil penalties for violations of Section 105 of USBC Part III (Unsafe Structures or Structures Unfit for Human Habitation), (3) increase the amount of the civil penalties for violations of Parts I and III of the USBC to the maximum allowed by the Code of Virginia, (4) clarify the range of criminal penalties available for violations of the Building Provisions, and (5) align the provisions regarding court-ordered abatement of violations with Virginia Code § 36-106.

RECOMMENDATION:

The County Executive and County Attorney recommend that the Board adopt the proposed amendments as set forth in Attachment 1.

The proposed amendments have been prepared by Land Development Services (LDS) in coordination with the Department of Code Compliance (DCC) and the Office of the County Attorney.

TIMING:

Board action is requested on December 1, 2020. On November 17, 2020, the Board authorized the advertising of the public hearing. If adopted, the proposed amendments will become effective on December 2, 2020, at 12:01 a.m.

BACKGROUND:

Under the Building Provisions, violations of Chapter 61 are deemed criminal misdemeanors, punishable by fines, unless otherwise designated for enforcement through civil penalties. However, criminal prosecutions are not always the best vehicle for securing compliance because of the potential long-term impacts of a criminal conviction and the need, in some situations, for a prosecutor to handle the presentation of the case. Enabling legislation codified in Virginia Code § 36-106(C) authorizes the County to adopt a uniform schedule of civil penalties for violations of the USBC. Chapter 61 currently makes most violations of Part III of the USBC subject to civil

penalties. The proposed amendments would allow the Director to seek civil penalties, rather than criminal convictions, for any violation of Parts I and III.

DCC and LDS seek to improve the Building Provisions, by aligning them with enabling legislation and strengthening the civil penalty provisions. Virginia Code § 36-106(C) authorizes the County to seek civil penalties up to the amount of \$100 for the initial summons and not more than \$350 for each additional summons. The total penalties for all summonses associated with a single violation may not exceed \$4,000. The proposed amendments would increase the penalties for subsequent violations from \$150 to \$350 and the total penalties from \$3,000 to \$4,000. The proposed amendments would further strengthen the penalty provisions by clarifying that incarceration is an available penalty, when authorized by the Virginia Code, for violations of the Building Provisions that are not subject to civil penalties. County staff and the County Attorney's Office will collaborate to enforce the ordinance and seek civil penalties, as appropriate. Once civil penalties are designated for violation of a USBC provision, criminal prosecution of such a violation is precluded under the enabling legislation.

The proposed amendments also add a provision regarding the abatement of violations concerning nonresidential buildings. This provision is added to track the language in the Virginia Code.

PROPOSED AMENDMENTS:

The proposed amendments include revisions to the provisions for penalties and other legal actions related to enforcement of the ordinance.

The proposed amendments include the following revisions to Section 61-7-1 Penalties:

- 1) Add Part I of the USBC to the schedule of penalties generally applicable to violations of Part III of the USBC, to allow for the use of civil penalties in lieu of criminal sanctions for violations of the Building Code.
- 2) Authorize civil penalties for violations of Section 105 of USBC Part III (Unsafe Structures or Structures Unfit for Human Habitation), by deleting text excluding such violations from the provision regarding civil penalties.
- 3) Increase the amount of the civil penalties for subsequent civil summonses from \$150 to \$350, and increase the maximum total civil penalties from \$3,000 to \$4,000.
- 4) Clarify that incarceration is an available punishment for violations of the Building Provisions, where authorized by the Virginia Code.
- 5) Align the provisions regarding court-ordered abatement of violations with Virginia Code § 36-106.

Board Agenda Item
December 1, 2020

The proposed amendments are included as Attachment 1.

REGULATORY IMPACT:

The proposed amendments provide for the use of civil penalties in lieu of criminal sanctions to address violations of the USBC Part I and Section 105 of Part III. The penalties for subsequent civil summonses for any violation of Part I or Part III will increase from \$150 to \$350, and the maximum total penalties would increase from \$3,000 to \$4,000. The penalty for the initial civil summons would remain at \$100. The proposed penalties are the maximum allowed under the Code of Virginia.

FISCAL IMPACT:

Implementation of the proposed amendments are not expected to have an immediate impact on the County budget, but the County Attorney's Office will need to monitor the impact of absorbing this work to determine if additional staffing is needed. Any civil penalties assessed by the court will be paid to Fairfax County.

ENCLOSED DOCUMENTS:

Attachment 1 – Amendments to Chapter 61 (Building Provisions)

STAFF:

Rachel Flynn, Deputy County Executive
Jack Weyant, Director, Department of Code Compliance
William D. Hicks, P.E., Director, Land Development Services

ASSIGNED COUNSEL:

David Stoner, Deputy County Attorney
Sara Silverman, Assistant County Attorney

**PROPOSED AMENDMENTS
TO
CHAPTER 61 (BUILDING PROVISIONS)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA**

Amend Article 7 Penalties, Section 61-7-1 Penalties, by revising it to read as follows:

Section 61-7-1. - Penalties.

Whoever violates any provisions of this Chapter, by doing a prohibited act, or failing to perform a required act, or failing to perform permitted acts in the prescribed manner shall be subject to the penalties as specified in the Code of Virginia and the USBC.

(a) *Criminal*. Unless designated otherwise in this Article, violations of this Chapter are misdemeanors and, upon conviction, may be punished by a fine or incarceration of not more than that amount or period authorized for violations ~~of the USBC by the Code of Virginia, § 36-106, as amended applicable;~~ additionally, if the violation remains ~~uncorrected at the time of the conviction, the court shall order the violator to abate or remedy the violation in good order to comply with the Code. Except as otherwise provided by the court for good cause shown, any such violator shall abate or remedy the violation within six months of the date of conviction. Each day during which the violation continues after the court ordered abatement period has ended shall constitute a separate offense.~~

(b) *Civil*.

(1) There are hereby established civil penalties for any violation of the provisions of Part I of the USBC, known as the Virginia Construction Code, and Part III of the USBC, known as the Virginia Maintenance Code, (collectively, the Code); ~~excluding the provisions of Section 105 of the Code—Unsafe Structures or Structures Unfit for Human Habitation, which are prosecuted as set forth in Subsection (a) above.~~ Upon failure to abate or remedy pursuant to a notice of violation, the Building Official (with respect to the Virginia Construction Code), Property Maintenance Code Official (with respect to the Virginia Maintenance Code), or their designee may issue a civil summons to any person in violation of any of the provisions of the ~~Virginia Maintenance Code~~ as enumerated herein. The penalty for any one violation shall be a civil penalty of not more than \$100 for the initial summons, and not more than \$350 ~~\$150~~ for each additional summons. Each day during which the violation is found to have existed shall constitute a separate offense. However, specified violations arising from the same operative set of facts shall not be charged more frequently than once in any ten-day period, and a series of specified violations arising from the same operative set of facts shall not result in civil penalties which exceed a total of \$4,000 ~~\$3,000~~. ~~Designation of a particular Code violation for a civil penalty pursuant to this section shall be in lieu of criminal sanctions, and except for any violation resulting in injury to persons, such designation shall preclude the prosecution of a violation as a misdemeanor.~~

- 1 (2) Any person summoned for a scheduled violation may make an appearance in person
2 or in writing by mail to the Department of Finance prior to the date fixed for trial in
3 court. Any person so appearing may enter a waiver of trial, admit liability, and pay
4 the civil penalty established for the offense charged. Such person shall be informed
5 of their right to stand trial and that a signature to an admission of liability will have
6 the same force and effect as a judgment of court. As a condition of waiver of trial,
7 admission of liability, and payment of a civil penalty, the violator and a
8 representative of the locality shall agree in writing to terms of abatement or
9 remediation of the violation within six months after the date of payment of the civil
10 penalty.
- 11 (3) If a person charged with a scheduled violation does not elect to enter a waiver of
12 trial and admit liability, the violation shall be tried in the General District Court in
13 the same manner and with the same right of appeal as provided for by law. In any
14 trial for a scheduled violation authorized by this section, it shall be the burden of the
15 locality to show the liability of the violator by a preponderance of the evidence. An
16 admission of liability or finding of liability shall not be a criminal conviction for
17 any purpose.
- 18 (4) If the violation concerns a residential unit, and if the violation remains uncorrected
19 at the time of assessment of the civil penalty, the court shall order the violator to
20 abate, or otherwise remedy through hazard control, the violation in order to comply
21 with the Code. Except as otherwise provided by the court for good cause shown,
22 any such violator shall abate, or otherwise remedy through hazard control, the
23 violation within six months of the date of the assessment of the civil penalty.
- 24 (5) If the violation concerns a nonresidential building or structure, and if the violation
25 remains uncorrected at the time of assessment of the civil penalty, the court may
26 order the violator to abate, or otherwise remedy through hazard control, the
27 violation in order to comply with the Code. Any such violator so ordered shall
28 abate, or otherwise remedy through hazard control, the violation within the time
29 specified by the court.
- 30 (65) The remedies provided for in this Section are cumulative and not exclusive and
31 shall be in addition to any other remedies provided by law.

Board Agenda Item
December 1, 2020

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2018-IV-MV5, North Gateway Community Business Center (CBC) and Plan Amendment 2018-IV-T1, Planned Interchange at Richmond Highway and Huntington Avenue (Mount Vernon District)

ISSUE:

Plan Amendment (PA) 2018-IV-MV5 proposes changes to the land use and transportation recommendations for Sub-units A-1 and A-2, and potential options for parcel consolidation with Sub-unit A-3 of the North Gateway Community Business Center (CBC), as well as revisions to the urban design and area-wide recommendations for the entire CBC. PA 2018-IV-T1 proposes to remove a planned grade-separated interchange located at the intersection of Huntington Avenue and Richmond Highway.

PLANNING COMMISSION RECOMMENDATION:

On November 4, 2020, the Planning Commission voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend adoption of the above-referenced amendments, as articulated on pages 21 through 49 of the Staff Report dated October 2, 2020.

In addition, the Planning Commission voted 11-0 (Commissioner Strandlie was absent from the meeting) to recommend that the Board of Supervisors direct staff to modify Volume 2, District Design Guidelines for Richmond Highway, Lee District, and the Mount Vernon District, as endorsed on March 18, 2020, to update the urban design guidance for the North Gateway Community Business Center, as recommended in PA 2018-IV-MV5.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – November 4, 2020
Board of Supervisors' public hearing – December 1, 2020

Board Agenda Item
December 1, 2020

BACKGROUND:

On September 25, 2018, the Board authorized the consideration of PA 2018-IV-MV5 for the North Gateway CBC Sub-units A-1, A-2 and A-3 (Tax Map Parcels 83-2((1))1, 2A, 2B, and 2C; 83-3((1))67A, 69, 69A, 70, and 101) in the Richmond Highway Corridor Area, Mount Vernon Planning District, Mount Vernon Supervisor District. The Board requested that staff consider increasing the maximum planned intensity from 1.65 Floor Area Ratio (FAR) to a 2.0 FAR for Sub-units A-1 and A-2; altering the language regarding parcel consolidation to consider consolidation options with Sub-unit A-3; and, reconfiguring the planned road network within the CBC to include alternative access from Huntington Avenue.

In addition, on September 25, 2018, the Board authorized consideration of PA 2018-IV-T1 directing staff to assess the potential removal of the planned grade-separated interchange at the intersection of Huntington Avenue and Richmond Highway. The authorization stated that the amendment should identify suitable at-grade alternative(s) that meet the multimodal needs of the area and are more in harmony with the land use planning for the immediate area and that contribute to the gateway character of the CBC, which is the point of entry to Fairfax County for people traveling south from the City of Alexandria.

The Board amended the authorization on February 19, 2019, for PA 2018-IV-MV5 to expand the scope of work to allow for consideration of urban design and open space guidance for the entire North Gateway CBC to be consistent with the other CBCs in the Richmond Highway Corridor Area, as well as to evaluate options for a trail connection across Richmond Highway between the planned Cameron Run and existing Mount Vernon Trails.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt, dated November 4, 2020, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/asset/s/documents/pdf/2020%20verbatim/verbatim110420pa2018-iv-mv5andpa2018-iv-t1.pdf>

The Staff Report for PA 2018-IV-MV5 and PA 2018-IV-T1 has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/huntingtonrichmondintersection/2018-iv-mv5-staff-report.pdf>.

Board Agenda Item
December 1, 2020

STAFF:

Barbara Byron, Director, Department of Planning and Development (DPD)
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Leanna O'Donnell, Director, Planning Division (PD), DPD
Meghan Van Dam, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD
Sophia Fisher, Planner III, PPDB, PD, DPD
Thomas Burke, Transportation Planner IV, Transportation Planning Section (TPS),
FCDOT
Arpita Chatterjee, Transportation Planner II, TPS, FCDOT

Board Agenda Item
December 1, 2020

4:00 p.m.

Public Comment on Issues of Concern

4:00 p.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
 - 1. *Application of Virginia Electric and Power Company*, PUR-2020-00198 (Va. State Corp. Comm'n) (Providence District)
 - 2. *Modesta Flores v. Isaiah Brooks and Fairfax County*, Case No. GV19-001152 (Fx. Co. Gen. Dist. Ct.)
 - 3. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hugo F. Amaya*, Case No. CL-2019-0013901 (Fx. Co. Cir. Ct.) (Braddock District)
 - 4. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose Luis Peredo*, Case No. GV20-010932 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 5. *Dulles Professional Center Condominium Unit Owners Association, Spectrum Innovative Properties, LLC, McWhorter, LLC, and Mulpuri Properties, LLC v. Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, Stanley Martin Companies, LLC, and JLB Dulles Tech, LLC*, Case No. CL-2018-0011870 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. SSJGRSAS9025, LLC*, Case No. CL-2020-0017535 (Fx. Co. Cir. Ct.) (Dranesville District).
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Charles Russomanno*, Case No. CL-2020-0013372 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 8. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean John Aidonis*, Case No. 1:20-cv-01236-CMH-TCB (E.D. Va.) (Hunter Mill District)
 - 9. *Jane W. Gwinn, Fairfax County Zoning Administrator v. Chan Ly Thich*, Case No. CL-2020-0000500 (Fx. Co. Cir. Ct.) (Mason District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mahlon C. Hawker*, Case No. CL-2019-0015198 (Fx. Co. Cir. Ct.) (Mount Vernon District)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John N. Withrow*, Case No. CL-2019-0014360 (Fx. Co. Cir. Ct.) (Mount Vernon District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judy V. Marshall*, Case No. CL-2014-0000688 (Fx. Co. Cir. Ct.) (Providence District)
13. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Judy V. Marshall*, Case No. CL-2020-0008131 (Fx. Co. Cir. Ct.) (Providence District)
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hyun B. Lee, Sook J. Lee, and Seung Han Lee*, Case No. CL-2020-015797 (Fx. Co. Cir. Ct.) (Springfield District)